			1. CONTRACT ID CODE		PAGE OF PAGES
AMENDMENT OF SOLICITATION	N/MODIFICATION OF	CONTRACT	V		1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/	PURCHASE REQ. NO.	5. PROJI	ECT NO. (If applicable)
6. ISSUED BY CODE	16-Oct-2017	7 ADMINISTEDE	See Section G  D BY (If other than Item 6)	CODE	N/A
	N00164		,	CODE	S2206A
NSWC, CRANE DIVISION		DCM/	ABOSTON		SCD: C
300 Highway 361 - Building 3373		495 S	UMMER STREET		
Crane IN 47522-5001		BOST	ON MA 02210-2138		
(b)(6)					
8. NAME AND ADDRESS OF CONTRACTOR	(No., street, county, State, and Zi	ip Code)	9A. AMENDMENT OF SOLICITA	ATION NO.	
Engility Corporation dba TASC					
35 New England Business Ctr Dr	., Ste 200				
Andover MA 01810			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONT	RACT/ORDE	R NO.
		[X]			
			N00178-10-D-6332-E	H02	
CAGE 4A457 FAC	ILITY CODE		, , , , , , , , , , , , , , , , , , ,		
CAGE 4A457 FAC	ILITY CODE		09-Sep-2013		
11.	THIS ITEM ONLY APPL	IES TO AMENDI	MENTS OF SOLICITATIONS		
Offers must acknowledge receipt of this amendr (a) By completing Items 8 and 15, and returning separate letter or telegram which includes a refe DESIGNATED FOR THE RECEIPT OF OFFER: you desire to change an offer already submitted amendment, and is received prior to the opening 12. ACCOUNTING AND APPROPRIATION DA	one (1) copy of the amendment; orence to the solicitation and ame S PRIOR TO THE HOUR AND D, such change may be made by to hour and date specified.  TA (If required)	(b) By acknowledging andment numbers. FA	receipt of this amendment on each co ILURE OF YOUR ACKNOWLEDGEMI RESULT IN REJECTION OF YOUR (	py of the offer ENT TO BE R DFFER. If by	r submitted; or (c) By ECEIVED AT THE PLACE virtue of this amendment
	022 0	20110110			
			ONS OF CONTRACTS/ORDE	RS,	
			AS DESCRIBED IN ITEM 14.	DE IN THE O	ONITO A OT ODDED NO. IN
(*) A. THIS CHANGE ORDER IS ISSU ITEM 10A.	ED PURSUANT TO: (Specify au	ithority) THE CHANG	ES SET FORTH IN ITEM 14 ARE MAI	DE IN THE CO	ONTRACT ORDER NO. IN
B. THE ABOVE NUMBERED CONT date, etc.)SET FORTH IN ITEM 14, I			MINISTRATIVE CHANGES (such as ch	nanges in payi	ing office, appropriation
[ ] C. THIS SUPPLEMENTAL AGREEM	MENT IS ENTERED INTO PURS	SUANT TO AUTHORIT	Y OF:		
D. OTHER (Specify type of modifical	ntion and authority)				
E. IMPORTANT: Contractor [ X ] is not, [	] is required to sign this do	ocument and return	copies to the issuing office.		
14. DESCRIPTION OF AMENDMENT/MODIFIC SEE PAGE 2	CATION (Organized by UCF sect	ion headings, includin	g solicitation/contract subject matter w	here feasible.,	)
15A. NAME AND TITLE OF SIGNER (Type or p	orint)	16A. NAME AND T	TLE OF CONTRACTING OFFICER (7	Type or print)	
		(b)(6)	Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STAT			16C. DATE SIGNED
		BY /s/ (b)	(6)		16-Oct-2017
(Signature of person authorized to sign)		(2)	(6) Signature of Contracting Officer)		10-00:-2017
NSN 7540-01-152-8070	<u> </u>	30-105	STANDAR	D FORM 30	(Rev. 10-83)

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

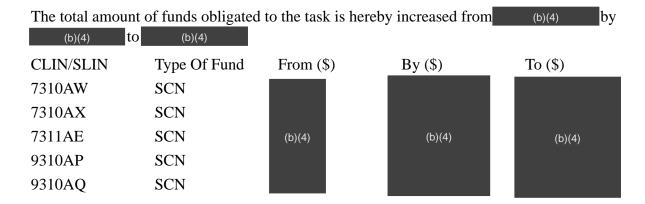
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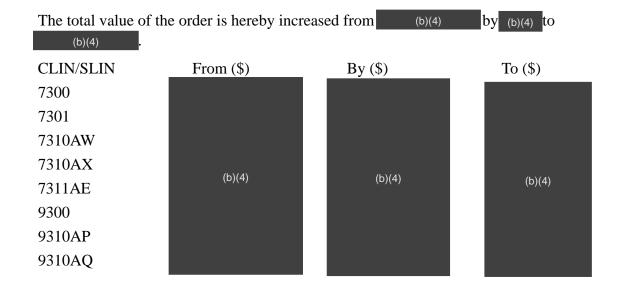
## **GENERAL INFORMATION**

The purpose of this modification is to provide incremental funding. Accordingly, said Task Order is modified as follows:

MOD 27 incorporates Legacy Funding (PRISMS Financial System). Refer to Sections B, G, and F of the task order for incrementally funded SLIN and ACRN additions. A summary of the new funding is found below.

The Line of Accounting information is hereby changed as follows:





The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	То
7310AW		9/1/2017 - 5/31/2018
7310AX		9/1/2017 - 5/31/2018

7311AE	9/1/2017 - 5/31/2018
9310AP	9/1/2017 - 5/31/2018
9310AQ	9/1/2017 - 5/31/2018

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CONTRACT NO.

N00178-10-D-6332

AMENDMENT/MODIFICATION NO. 27

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4000	R425	T&E Support (Fund Type - TBD)	73794.9	LH	(b)(4)	(b)(4)	(b)(4)
	Max Fee		(b)(4)				
	Min Fee		(b)(4)				
	Government Overrun Share Line		(b)(4)				
	Government Underrun Share Line		(b)(4)				
400001	R425	Incremental funding for CLIN 4000 (RDT&E)					
400002	R425	Incremental funding for CLIN 4000. De-obligation part of MOD 25; Funding from (b)(4) (b)(4) (RDT&E)					
400003	R425	Incremental funding for CLIN 4000. De-obligation part of MOD 25; Funding from (b)(4) (b)(4) (b)(4) (RDT&E)					
400004	R425	Incremental funding for CLIN 4000 (RDT&E)					
400005	R425	Incremental funding for CLIN 4000 (RDT&E)					
400006	R425	Incremental funding for CLIN 4000 (RDT&E)					
400007	R425	Incremental funding for CLIN 4000 (RDT&E)					
400008	R425	Incremental funding for CLIN 4000 (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
400009	R425	Incremental funding for CLIN 4000 (RDT&E)					
400010	R425	Incremental funding for CLIN 4000. De-obligation part of MOD 25; Funding from (b)(4) py (b)(4) to (b)(4) (RDT&E)					
400011	R425	Incremental funding for CLIN 4000 (Fund Type - OTHER)					
400012	R425	Incremental funding for CLIN 4000 (O&MN,N)					
400013	R425	Incremental funding for CLIN 4000 (SCN)					
400014	R425	Incremental funding for CLIN 4000 (FMS)					
400015	R425	Labor Funding for CLIN 4000 OCF (b)(4)  (b)(4)  (b)(4) (Fund Type - OTHER)					
400016	R425	Labor Funding for CLIN 4000 OCF (b)(4)  (b)(4) (Fund Type - OTHER)					
400017	R425	Labor Funding for CLIN 4000 OCF (b)(4)  (b)(4)  (b)(4) Fund Type - OTHER)					
400018	R425	Labor Funding for CLIN 4000 OCF (b)(4)  (b)(4)  (b)(4) (Fund Type - OTHER)					
400019	R425	Labor Funding for CLIN 4000 OCF (b)(4)					

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ıtem	PSC	Supplies/Services	Qty	Unit	EST. COST	fixed fee	CPFF
4001	R425	Surge Labor (Fund Type - TBD)	10190.8	LH	(b)(4)	(b)(4)	(b)(4)

400101 R425 Surge Labor (RDT&E)

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400102	R425	Surge Labor (OPN)					
400103	R425	Surge Labor (WPN)					
400104	R425	Surge Labor (RDT&E)					
400105	R425	Surge Labor (RDT&E)					
400106	R425	Surge Labor (OPN)					
400107	R425	RESERVED (Fund Type - TBD)					
H ODG	T.b	_					
For ODC	PSC PSC	s: Supplies/Services				Qty Unit	Est Cost
		buppiles/ belvices				Qcy onic	
6000	R425	ODC in support of CLIN 4000 (Fu	und Type -	TBD)		1.0 LO	(b)(4)
600001	R425	RESERVED (Fund Type - TBD)					
600002	R425	ODC in support of SLIN 400002.		(b)(4)	(RDT&E)		
600003	R425	(b)(4)  ODC in support of SLIN 400003. (b)(4)		(b)(4)	(RDT&E)		
600004	R425	RESERVED (Fund Type - TBD)					
600005	R425	ODC in support of SLIN 400005	(RDT&E)				
600006	R425	ODC in support of SLIN 400006	(RDT&E)				
600007	R425	ODC in support of SLIN 400007	(RDT&E)				
600008	R425	RESERVED (Fund Type - TBD)					
600009	R425	RESERVED (Fund Type - TBD)					
600010	R425	ODC in support of SLIN 400010	(RDT&E)				
600011	R425	ODC in support of SLIN 400011	(Fund Type	- OTH	IER)		
600012	R425	ODC in support of SLIN 400012	(O&MN,N)				
600013	R425	ODC in support of SLIN 400013	(SCN)				
600014	R425	ODC in support of SLIN 400014	(FMS)				
600015	R425	ODC in support of SLIN 400015	(Fund Type	- OTH	IER)		
600016	R425	ODC in support of SLIN 400016	(Fund Type	- OTH	IER)		
600017	R425	ODC in support of SLIN 400017	(Fund Type	- OTH	IER)		
600018	R425	ODC in support of SLIN 400018	(Fund Type	- OTH	IER)		
600019	R425	ODC in support of SLIN 400019	(Fund Type	- OTH	IER)		
		ODC in support of SLIN 400020					
		ODC in support of SLIN 400021		- OTH	IER)		
		ODC in support of SLIN 400022	(O&MN,N)				
600023	R425	RESERVED (Fund Type - TBD)					

600024 R425 ODC in support of SLIN 400024 (SCN)

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
600025	R425	RESERVED (Fund Type - TBD)				
600026	R425	RESERVED (Fund Type - TBD)				
600027	R425	ODC in support of SLIN 400027 (OPN)				
600028	R425	ODC in support of SLIN 400028 (OPN)				
600029	R425	ODC in support of SLIN 400029 (O&MN,N)				
600030	R425	ODC in support of SLIN 400030 (RDT&E)				
600031	R425	ODC in support of SLIN 400031 (RDT&E)				
600032	R425	ODC in support of SLIN 400032 (O&MN,N)				
600033	R425	ODC in support of SLIN 400033 (RDT&E)				
6001	R425	ODC in support of CLIN 4001 (Fund Type - TBD)	1.0	LO	(	b)(4)
600101	R425	Surge Labor (RDT&E)				_
600102	R425	Surge Labor (OPN)				
600103	R425	Surge Labor (WPN)				
600104	R425	Surge Labor (RDT&E)				
600105	R425	Surge Labor (RDT&E)				
600106	R425	Surge Labor (OPN)				

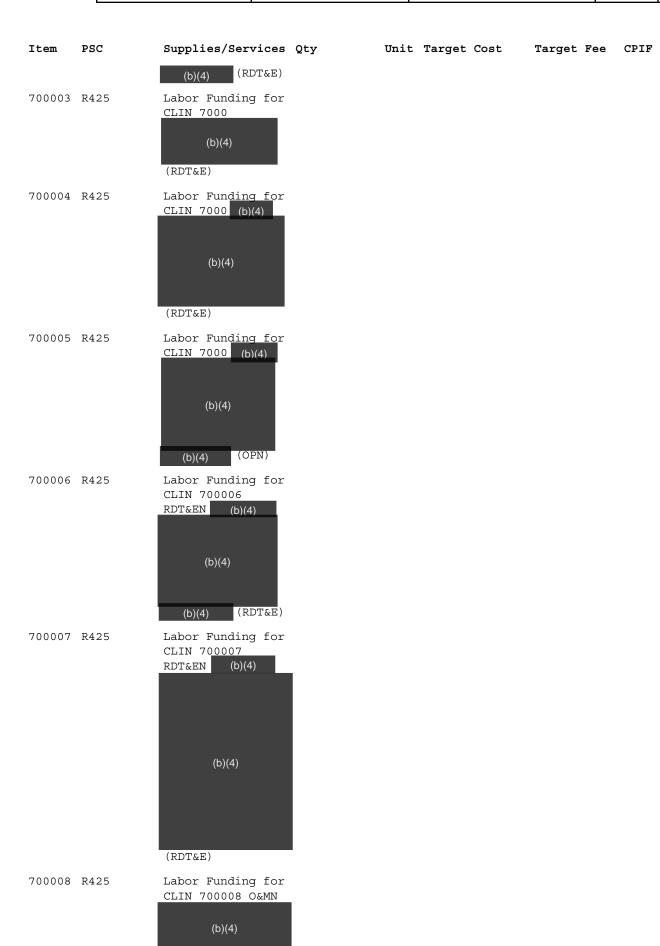
## For Cost Type Items:



700002 R425

Labor Funding for CLIN 7000 (b)(4)

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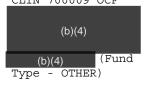
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Item PSC Supplies/Services Qty Unit Target Cost Target Fee CPIF

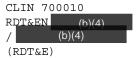


(O&MN,N)

700009 R425 Labor Funding for CLIN 700009 OCF



700010 R425 Labor Funding for



700011 R425 Labor Funding for



(Fund Type - OTHER)

700012 R425 Labor Funding for CLIN 700012

(b)(4) (b)(4) (RDT&E)

700013 R425 Labor Funding for <u>CLIN 700013 OPN</u>

(b)(4)

700014 R425 Labor Funding for CLIN 700014 SCN

(b)(4)

700015 R425 Labor Funding for CLIN 700015

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PSC Supplies/Services Qty Item Unit Target Cost Target Fee CPIF RDT&EN (b)(4)(b)(4) (RDT&E) 700016 R425 Labor Funding for CLIN 700016 OCF (b)(4) (RDT&E) (b)(4)700017 R425 Labor Funding for CLIN 700017 OCF (b)(4)(b)(4) (O&MN, N) 700018 R425 Labor Funding for CLIN 700018 RDT&EN (b)(4)(b)(4) (RDT&E) (b)(4) 700019 R425 Labor Funding for CLIN 700019 OCF (b)(4)(b)(4) (O&MN, N) 700020 R425 Labor Funding for CLIN 7000 (b)(4)(RDT&E) 700021 R425 Labor Funding for CLIN 700021 O&MN (b)(4)(O&MN,N) 700022 R425 Labor Funding for

CLIN 700022 O&MN

Unit Target Cost

Target Fee CPIF



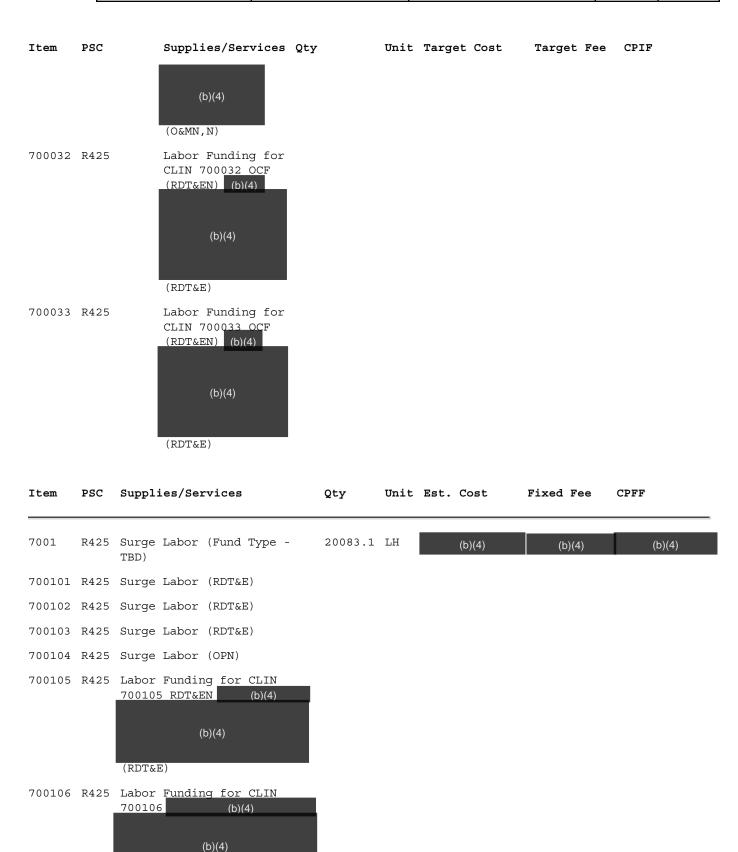
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Unit Target Cost

Target Fee CPIF

PSC Supplies/Services Qty Item (b)(4)(b)(4) (RDT&E) 700028 R425 RESERVED (Fund Type - TBD) 700029 R425 Labor Funding for CLIN 700029 OCF (b)(4)(Fund (b)(4) Type - OTHER) 700030 R425 Labor Funding for CLIN 700030 SCN (b)(4) (b)(4) SCN) 700031 R425 Labor Funding for CLIN 700031 O&MN (b)(4)

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(RDT&E)

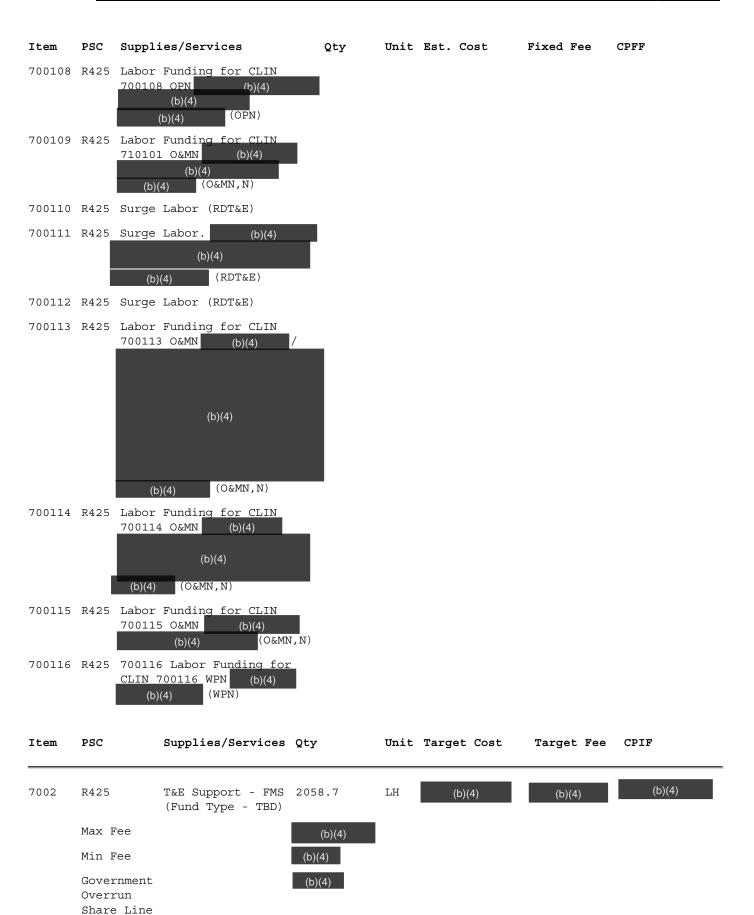
(WPN)

(b)(4)

(b)(4) 700107 R425 Labor Funding for CLIN 700107 WPN

(b)(4)

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Supplies/Services Qty Unit Target Cost Item PSC Target Fee CPIF

Government Underrun

50.0%

Share Line

700201 R425 Labor Funding for



700202 R425 Labor Funding for



700203 R425 Labor Funding for CLIN 700203 FMS



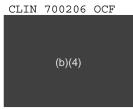
700204 R425 Labor Funding for

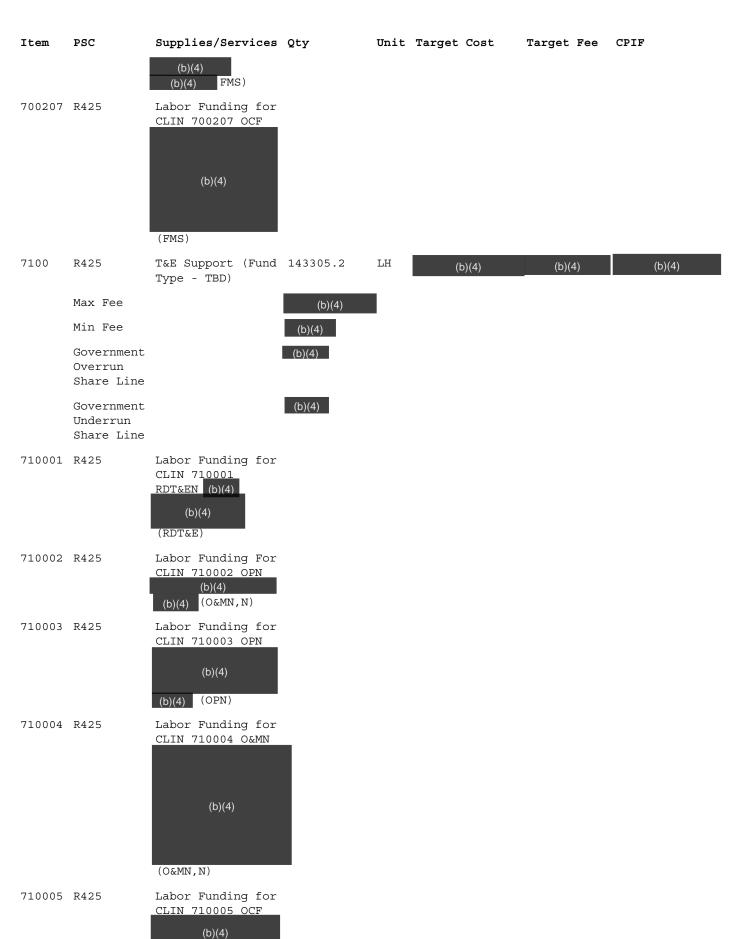


Labor Funding for CLIN 700205 (b)(4) 700205 R425



700206 R425 Labor Funding for





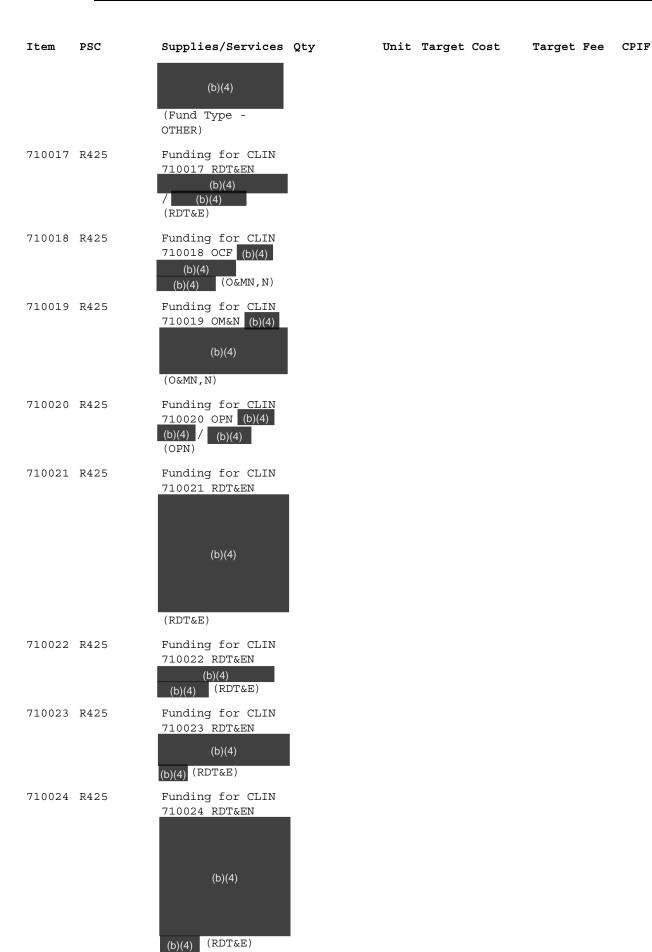
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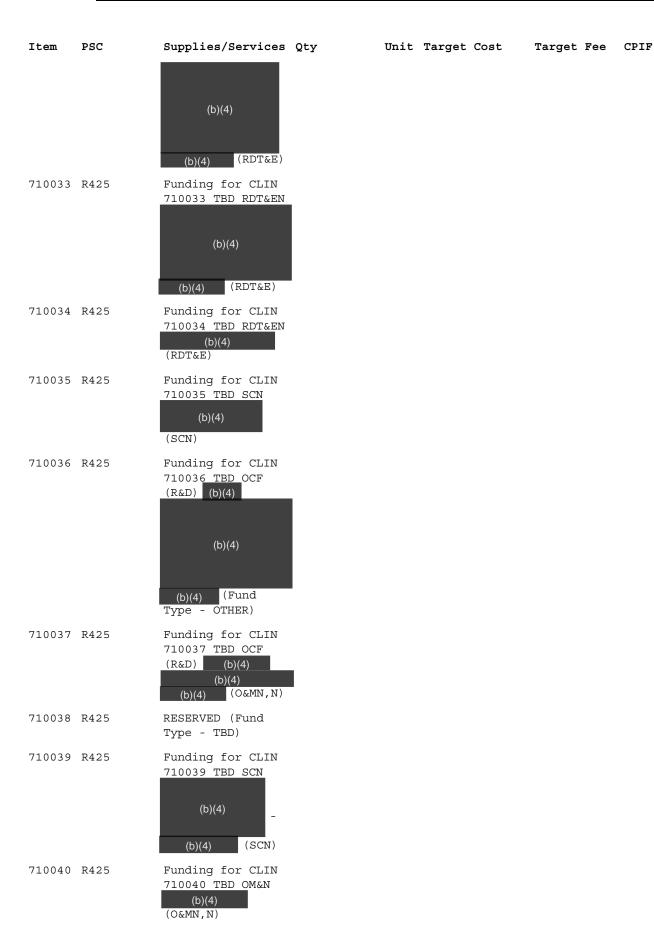
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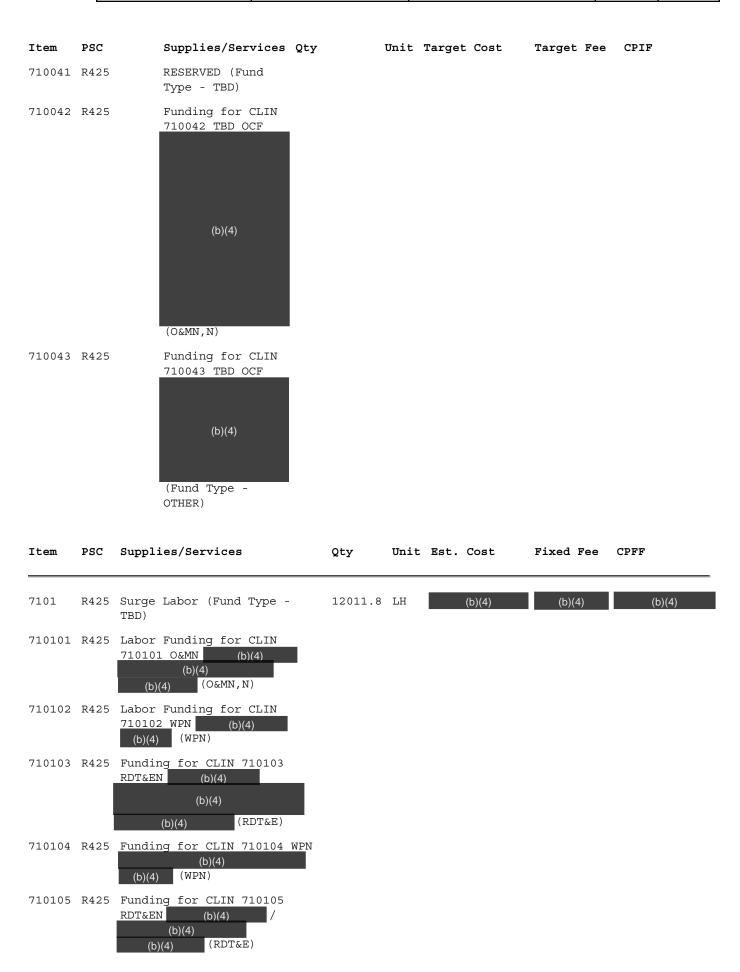
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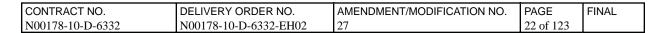


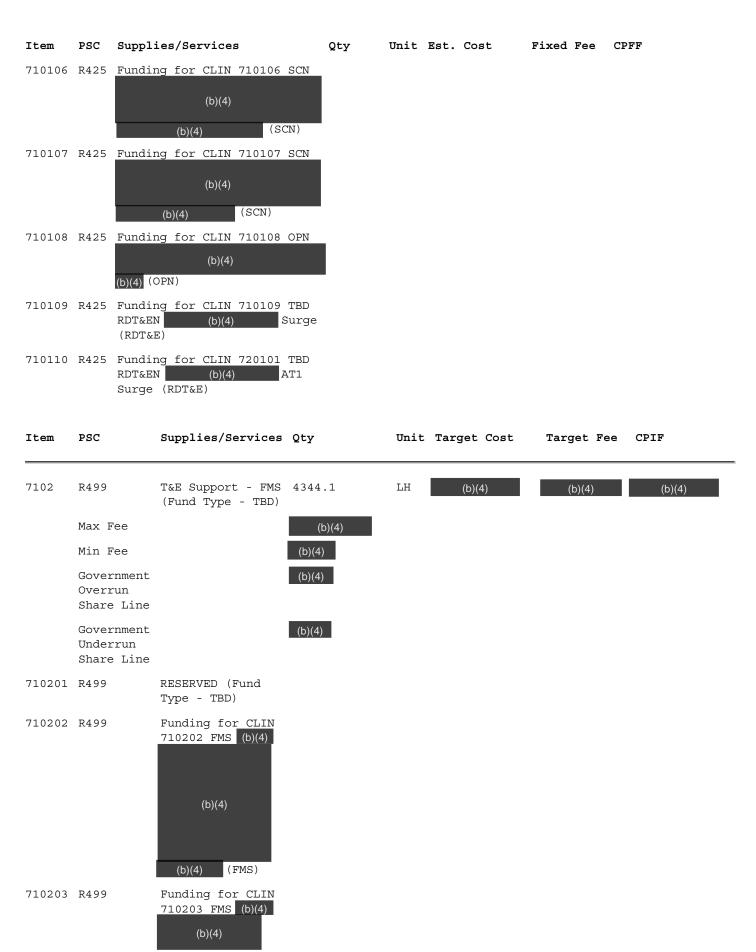
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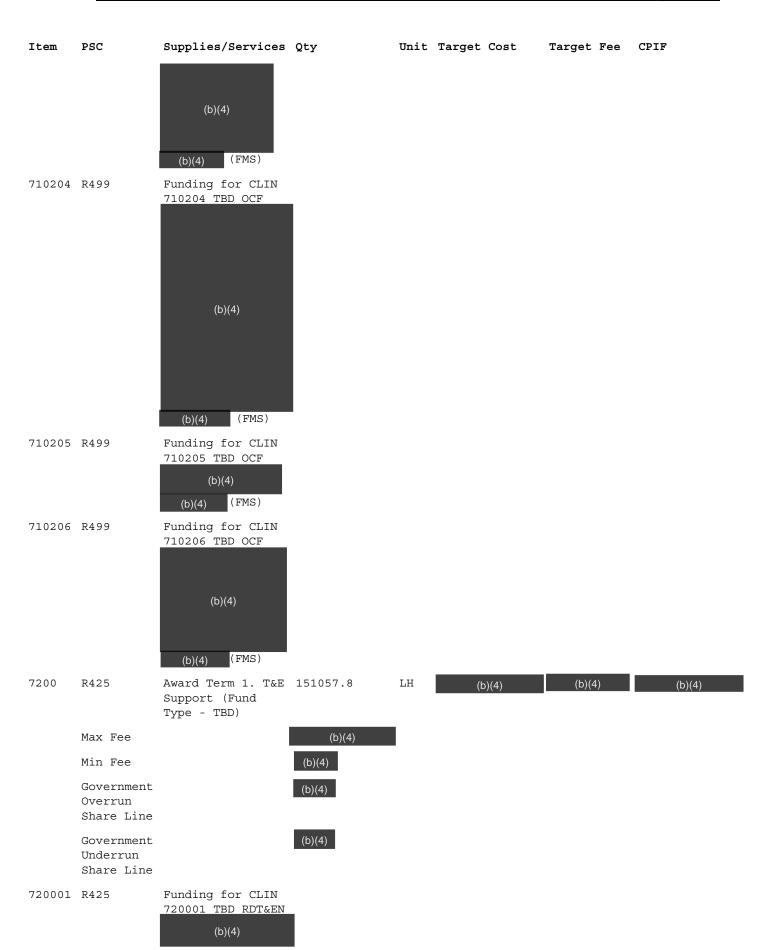


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PSC Supplies/Services Qty Unit Target Cost Item Target Fee CPIF (RDT&E) 720002 R425 Funding for CLIN 720002 TBD RDT&EN (b)(4) (RDT&E) 720003 R425 Funding for CLIN 720003 TBD RDT&EN (b)(4) (RDT&E) (b)(4) 720004 R425 Funding for  ${\tt CLIN}$ 720004 TBD RDT&EN (b)(4)/ (b)(4) (RDT&E) 720005 R425 Funding for CLIN 720005 TBD OM&N (b)(4)(O&MN,N) 720006 R425 Funding for CLIN 720006 TBD OPN

(OPN)

(b)(4)

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Target Fee CPIF

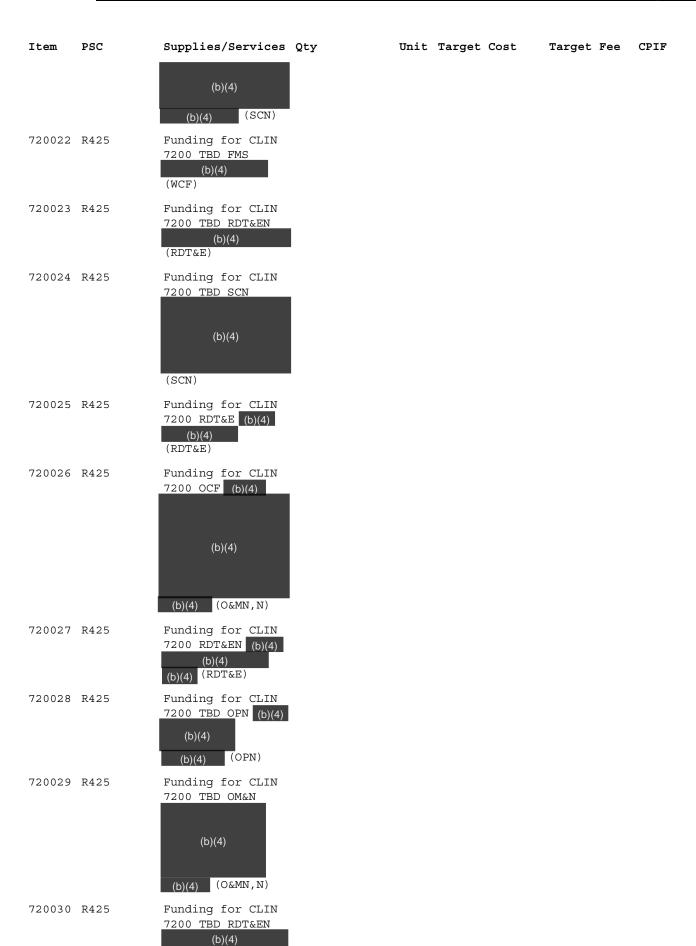
PSC Unit Target Cost Item Supplies/Services Qty 720007 R425 Funding for CLIN 720007 TBD SCN (b)(4)(b)(4) (SCN) 720008 R425 Funding for CLIN 720008 TBD SCN (b)(4) (b)(4) (SCN) 720009 R425 Funding for CLIN 720009 TBD SCN (b)(4) (SCN) (b)(4) RESERVED (Fund 720010 R425 Type - TBD) 720011 R425 Funding for CLIN 720011 TBD OCF (b)(4)(O&MN,N) 720012 R425 Funding for CLIN 720012 TBD OCF (b)(4)(Fund Type -OTHER) 720013 R425 Funding for CLIN 720013 TBD OCF (b)(4)

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Item PSC Supplies/Services Qty Unit Target Cost Target Fee CPIF (b)(4)(RDT&E) (b)(4) 720014 R425 Funding for CLIN 720014 TBD RDT&EN (b)(4)(RDT&E) 720015 R425 Funding for CLIN 720015 TBD SCN (b)(4)(b)(4) (SCN) 720016 R425 Funding for CLIN 720016 TBD SCN (b)(4) (SCN) 720017 R425 Funding for  ${\tt CLIN}$ 720017 TBD OCF (b)(4)(O&MN,N) Funding for CLIN 720018 R425 720018 TBD OCF (b)(4)(b)(4) (O&MN, N) 720019 R425 Funding for CLIN 720019 TBD OCF (b)(4) (b)(4) (RDT&E) 720020 R425 Funding for CLIN 7200, WCF (b)(4) (b)(4)(b)(4) (WCF) 720021 R425 Funding for CLIN 7200 TBD SCN

(b)(4)

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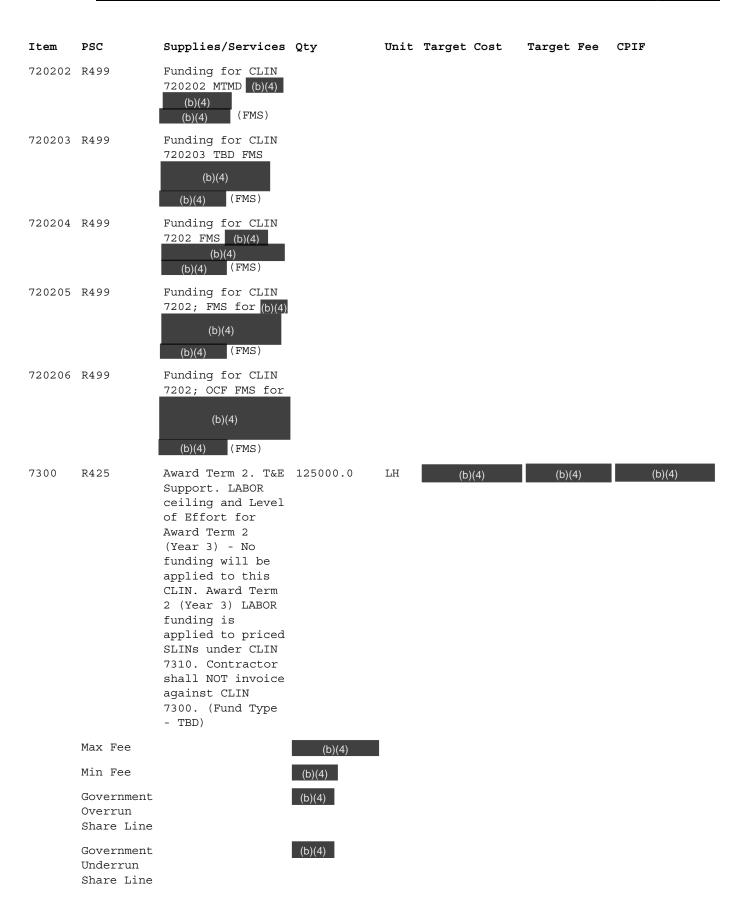


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Item	PSC	Supplies/Services	Otv	IIni+	Target Cost	Target Fee	CPIF
100	150	/ (b)(4) (RDT&E)	x-1	01120	Target Cope	141900 100	01 11
720031	R425	Funding for CLIN 7200 TBD SCN (b)(4) (b)(4)					
720032	R425	Funding for CLIN 7200 TBD RDT&EN  (b)(4)  (RDT&E)					
720033	R425	Funding for CLIN 7200 OCF (b)(4)  (b)(4)					
720035	R425	Labor Funding; OCF (b)(4) (b)(4) (Fund Type - OTHER)					
720036	R425	Labor Funding; R&D for (b)(4) (b)(4) (RDT&E)					
720037	R425	Labor Funding; OCF R&D for (b)(4) (b)(4) (RDT&E)					
720038	R425	Labor Funding; OMN for (b)(4) (b)(4) (O&MN,N)	I				
720039	R425	Labor Funding; (b)(4) (RDT&E)					
720040	R425	Labor Funding; OPN for (b)(4) (b)(4) (OPN)					
720041	R425	Labor Funding; R&D for (b)(4) (b)(4) (RDT&E)					
720042	R425	Labor Funding; SCN for (b)(4) (b)(4) (SCN)					

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Item	PSC		Supplies/Ser	vices	Qty	Un	it Ta	rget Cost	Target	Fee C	PIF
720043	R425		Labor Fundir OCF R&D for (b)(4) (WCF)								
720044	R425		Labor Fundir	)(4)							
720045	R425		Labor Fundir R&D for (b)(4 (RDT&E)								
720046	R425		OCF for (b)(4	)							
Item	PSC	Suppl	ies/Services			Qty	Unit	Est. Cos	st Fixed	Fee CP	FF
7201	R425		Term 1. Surg - TBD)	re Labo	or (Fund	7367.9	LH	(b)(4)	(b)(4	1)	(b)(4)
720101	R425	Fundi: RDT&E		(b)(4)	TBD						
720102	R425	Fundi:	ng for CLIN 7 (b)(4		TBD OPN						
720103	R425	Fundi	ng for CLIN 7	20103 SCN)	TBD SCN						
720104	R425	Labor (b)(4)	Funding: RDT RDT&E)	E for	(b)(4)						
720105	R425		Funding: WPN	for	(b)(4)						
Item	PSC		Supplies/Ser	vices	Qty	Unit	Targ	et Cost	Target Fe	e CPIF	
7202	R499		T&E Support (Fund Type -		6720.8	LH	(	(b)(4)	(b)(4)	(	(b)(4)
	Max H	Fee			(b)(4)						
	Min E	Fee			(b)(4)						
	Overi	rnment run e Line			(b)(4)						
	Under	rnment rrun e Line			(b)(4)						
720201	R499		Funding for 720201 (b) / (b)(4) (b)(4) (FMS)	CLIN (4)							

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## Item PSC Supplies/Services

Qty Unit Est.

Fixed Fee

(b)(4)

(b)(4)

CPFF

7301 R425 Award Term 2. Surge Labor. SURGE LABOR ceiling and 12500.0 LH
Level of Effort for Award Term 2 (Year 3) - No
funding will be applied to this CLIN. Award Term 2
(Year 3) SURGE LABOR funding is applied to priced
SLINs under CLIN 7311. Contractor shall NOT
invoice against CLIN 7301. (Fund Type - TBD)

7310A Award Term 2 (Year 5) Labor. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.  7310AA R425 Labor funding in support of (SCN)  Max Fee (b)(4)  Government Overrun Share Line  Government Underrun Share Line  7310AB R425 Labor Funding for support of (b)(4)  Max Fee (b)(4)  Min Fee (b)(4)  Min Fee (b)(4)  Share Line  Government Underrun Share Line  Government Overrun Share Line  Government Overrun Share Line  Government Underrun Share Line	Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
Max Fee   (b)(4)   (SCN)   (SCN)   (b)(4)   (SCN)   (SCN)   (b)(4)   (SCN)   (SCN)   (b)(4)   (SCN)   (SCN)	7310		5) Labor. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in					(b)(4)
Min Fee	7310AA	R425	support of (b)(4)	1.0	LO	(b)(4)	(b)(4)	(b)(4)
Government Overrun Share Line  Government Underrun Share Line  7310AB R425 Labor Funding for support of (b)(4)  Max Fee (b)(4)  Government Overrun Share Line  Government Overrun Share Line  Government Underrun Share Line  Government Overrun Share Line  Government Underrun Share Line  (b)(4)		Max Fee		(b)(4)				
Overrun   Share Line   Government   Underrun   Share Line   T310AB   R425   Labor Funding for support of b)(4)   (SCN)   Labor Funding for support of b)(4)   (b)(4)   (c)(4)   (c)(4		Min Fee		(b)(4)				
Underrun Share Line  7310AB R425		Overrun		(b)(4)				
Support of   (b)(4)   (SCN)     Max Fee   (b)(4)     Min Fee   (b)(4)     Government   (b)(4)     Overrun   Share Line     Government   Underrun     Share Line     Tabor Funding for   1.0   LO   (b)(4)     (SCN)     Max Fee   (b)(4)     M		Underrun		(b)(4)				
Min Fee (b)(4)  Government Overrun Share Line  Government Underrun Share Line  7310AC R425  Labor Funding for (b)(4) (SCN)  Max Fee (b)(4)	7310AB	R425	support of (b)(4)	1.0	LO	(b)(4)	(b)(4)	(b)(4)
Government Overrun Share Line  Government Underrun Share Line  7310AC R425  Labor Funding for (b)(4)  (SCN)  Max Fee (b)(4)		Max Fee		(b)(4)				
Overrun Share Line  Government Underrun Share Line  7310AC R425  Labor Funding for 1.0  (b)(4)  (SCN)  Max Fee (b)(4)		Min Fee		(b)(4)				
Underrun Share Line  7310AC R425 Labor Funding for 1.0 LO (b)(4) (b)(4) (b)(4)  (SCN) (b)(4)		Overrun		(b)(4)				
(b)(4) (SCN) Max Fee (b)(4)		Underrun		(b)(4)				
	7310AC	R425	(b)(4)	1.0	LO	(b)(4)	(b)(4)	(b)(4)
Min Fee (b)(4)		Max Fee		(b)(4)				
		Min Fee		(b)(4)				

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Item	PSC	Supplies/Ser	vices	Qty	Unit	Target Cost	Target	Fee CPIE	?
	Government Overrun Share Line			(b)(4)		3.1.	. 3.		
	Government Underrun Share Line			(b)(4)					
7310AD	R425	Labor funding (b)(4)	g for SCN)	1.0	LO	(b)(4)	(b)(4)		(b)(4)
	Max Fee			(b)(4)					
	Min Fee			(b)(4)					
	Government Overrun Share Line			(b)(4)					
	Government Underrun Share Line			(b)(4)					
7310AE	R425	Labor funding (b)(4)	g for SCN)	1.0	LO	(b)(4)	(b)(4)		(b)(4)
	Max Fee			(b)(4)					
	Min Fee			(b)(4)					
	Government Overrun Share Line			(b)(4)					
	Government Underrun Share Line			(b)(4)					
7310AF	R499	Labor funding support of (b)(4) (SCN	(b)(4)	1.0	LO	(b)(4)	(b)(4)		(b)(4)
	Max Fee			(b)(4)					
	Min Fee			(b)(4)					
	Government Overrun Share Line			(b)(4)					
	Government Underrun Share Line			(b)(4)					
7310AG	R499	Labor funding support of (b)(4)	g in (b)(4) (SCN)	1.0	LO	(b)(4)	(b)(4)		(b)(4)
	Max Fee			(b)(4)					
	Min Fee			(b)(4)					
	Government Overrun Share Line			(b)(4)					

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Item	PSC	Supplies/Ser	rvices	Qty	Unit	Target Cost	Target	Fee CPI	F
	Government Underrun Share Line			(b)(4)					
7310AH	R499	10 USC 2410 (Authority is invoked. Fur support of (b)(4) (O&N	hereby nding in	1.0	LO	(b)(4)	(b)(4)		(b)(4)
	Max Fee			(b)(4)					
	Min Fee			(b)(4)					
	Government Overrun Share Line			(b)(4)					
	Government Underrun Share Line			(b)(4)					
7310AJ	R499	Authority is invoked. Lake funding in so (b)(4) (O&MN,N)	hereby oor	1.0	LO	(b)(4)	(b)(4)		(b)(4)
	Max Fee			(b)(4)					
	Min Fee			(b)(4)					
	Government Overrun Share Line			(b)(4)					
	Government Underrun Share Line			(b)(4)					
7310AK	R499	puppers or	ng in (b)(4) I for	1.0	LO	(b)(4)	(b)(4	4)	(b)(4)
	Max Fee			(b)(4)					
	Min Fee			(b)(4)					
	Government Overrun Share Line			(b)(4)					
	Government Underrun Share Line			(b)(4)					
7310AL	R499	Labor fundir support of (RDT&E)	ng in (b)(4)	1.0	LO	(b)(4)	(b)(4	<b>!</b> )	(b)(4)
	Max Fee			(b)(4)					
	Min Fee			(b)(4)					

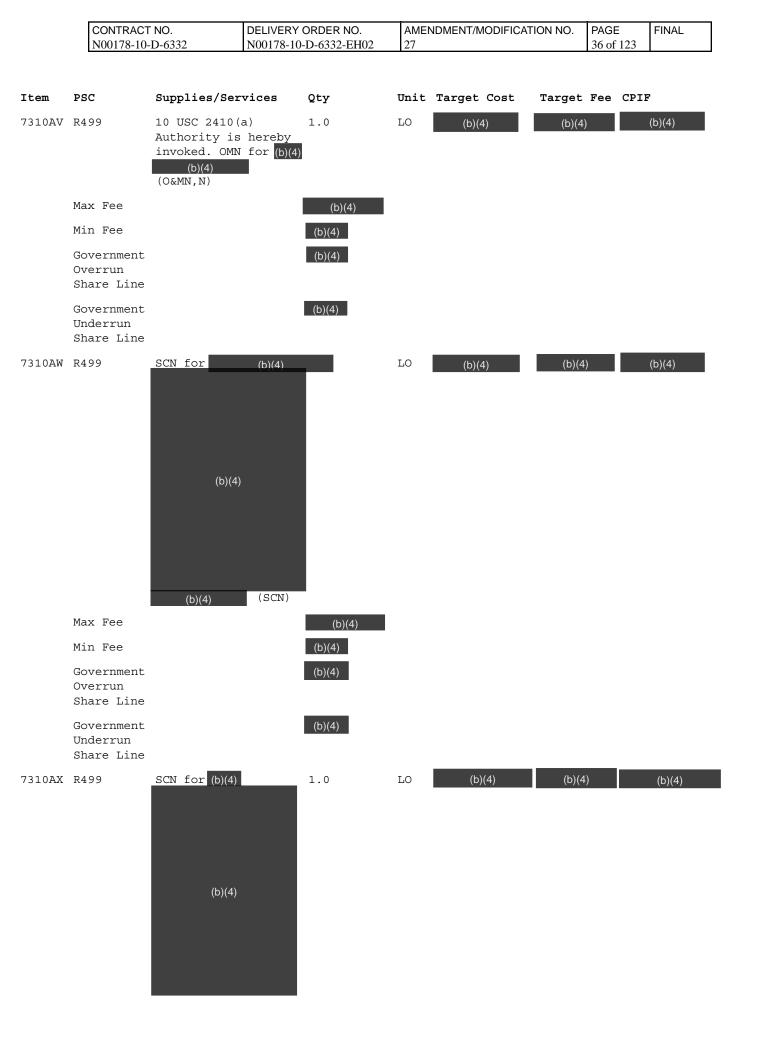
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					_			-	,
Item	PSC	Supplies/Ser	vices	Qty	Unit	Target Cost	Target	Fee CPI	F
	Government Overrun Share Line			(b)(4)					
	Government Underrun Share Line			(b)(4)					
7310AM	R499	Labor funding support of (b)(4) (RDT&E)	g in (b)(4)	1.0	LO	(b)(4)	(b)(4)		(b)(4)
	Max Fee			(b)(4)					
	Min Fee			(b)(4)					
	Government Overrun Share Line			(b)(4)					
	Government Underrun Share Line			(b)(4)					
7310AN	R499	Labor funding support of (WPN)		1.0	LO	(b)(4)	(b)(4)		(b)(4)
	Max Fee			(b)(4)					
	Min Fee			(b)(4)					
	Government Overrun Share Line			(b)(4)					
	Government Underrun Share Line			(b)(4)					
7310AP	R499	RDTE for (RDT&E)	(b)(4)	1.0	LO	(b)(4)	(b)(4	)	(b)(4)
	Max Fee			(b)(4)					
	Min Fee			(b)(4)					
	Government Overrun Share Line			(b)(4)					
	Government Underrun Share Line			(b)(4)					
7310AQ	R499	2410(a) is h invoked. RDT (b)(4) (RDT&E)		1.0	LO	(b)(4)	(b)(4	)	(b)(4)
	Max Fee			(b)(4)					
	Min Fee			(b)(4)					
	Government Overrun Share Line			(b)(4)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
	Government Underrun Share Line		(b)(4)				
7310AR	R499	2410(a) is hereby invoked. RDTE for (b)(4) (RDT&E)	1.0	LO	(b)(4)	(b)(4)	(b)(4)
	Max Fee		(b)(4)				
	Min Fee		(b)(4)				
	Government Overrun Share Line		(b)(4)				
	Government Underrun Share Line		(b)(4)				
7310AS	R499	RDTE for (b)(4) (RDT&E)	1.0	LO	(b)(4)	(b)(4)	(b)(4)
	Max Fee		(b)(4)				
	Min Fee		(b)(4)				
	Government Overrun Share Line		(b)(4)				
	Government Underrun Share Line		(b)(4)				
7310AT	R499	OCF for (b)(4) (RDT&E)	1.0	LO	(b)(4)	(b)(4)	(b)(4)
	Max Fee		(b)(4)				
	Min Fee		(b)(4)				
	Government Overrun Share Line		(b)(4)				
	Government Underrun Share Line		(b)(4)				
7310AU	R499	OCF for (b)(4) (b)(4)	1.0	LO	(b)(4)	(b)(4)	(b)(4)
	Max Fee		(b)(4)				
	Min Fee		(b)(4)				
	Government Overrun Share Line		(b)(4)				
	Government Underrun Share Line		(b)(4)				

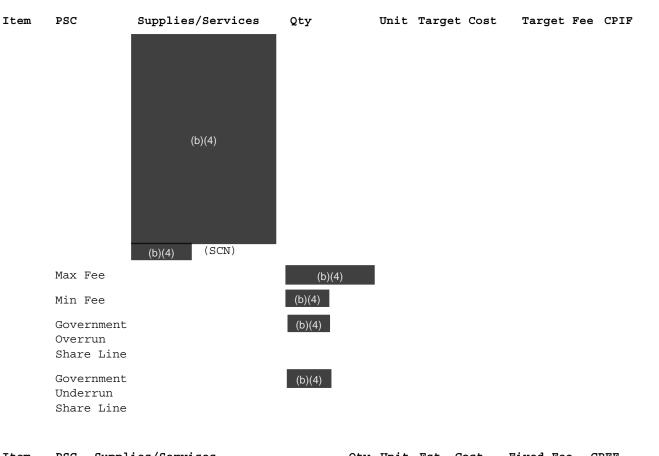
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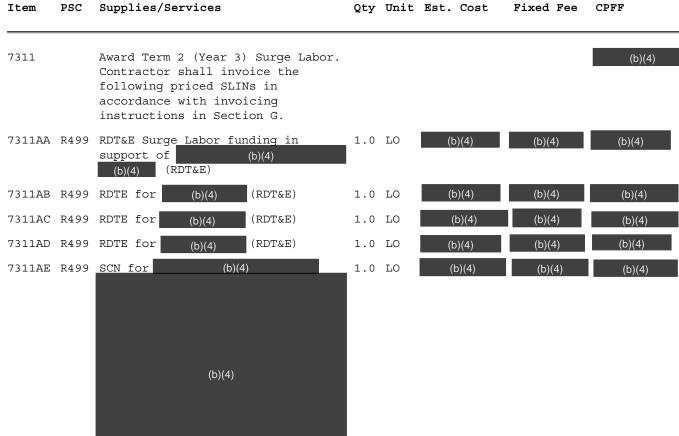
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## Item PSC Supplies/Services

Qty Unit Est. Cost Fixed Fee CPFF

(b)(4) (SCN)

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9000	R425	ODC in support of CLIN 7000 (Fund Type - TBD)	1.0	LO		(b)(4)
900001	R425	ODC Funding for Labor CLIN 7000/SLIN 700001 (RDT&E)				
900002	R425	ODC Funding for Labor CLIN 7000/SLIN 700002 (RDT&E)				
900003	R425	ODC Funding for Labor CLIN 7000/SLIN 700003 (RDT&E)				
900004	R425	ODC Funding for Labor CLIN 7000/SLIN 700004 (RDT&E)				
900005	R425	ODC Funding for Labor CLIN 7000/SLIN 700005 (OPN)				
900006	R425	ODC Funding for Labor CLIN 700006 FY15 RDT&EN (b)(4) (B)(4)				
900007	R425	RESERVED. (Fund Type - TBD)				
900008	R425	ODC Funding for Labor CLIN 700008 FY15 O&MN (b)(4) /				
		(b)(4) (O&MN, N)				
900009	R425	ODC Funding for Labor CLIN 700009 FY14 OCF (b)(4) (b)(4) (Fund Type - OTHER)				
900010	R425	ODC Funding for Labor CLIN 700010 FY15 RDT&EN (b)(4) (RDT&E)	I			
900011	R425	ODC Funding for Labor CLIN 700011 FY15 OCF (b)(4) (b)(4) (Fund Type - OTHER)				
900012	R425	RESERVED. (Fund Type - TBD)				
900013	R425	ODC Funding for Labor CLIN 700013 FY15 OPN (b)(4)				
900014	R425	ODC Funding for Labor CLIN 700014 FY15 SCN (b)(4) (SCN)				
900015	R425	ODC Funding for Labor CLIN 700015 FY15 RDT&EN (b)(4) / (RDT&E)				
900016	R425	ODC Funding for Labor CLIN 700016 FY15 OCF Labor for (b)(4) (b)(4) (RDT&E)				
900017	R425	RESERVED (Fund Type - TBD)				
900018	R425	ODC Funding for Labor CLIN 700018 FY15 RDT&EN (b)(4) (b)(4) (RDT&E)				
900019	R425	ODC Funding for Labor CLIN 700019 FY15 OCF (b)(4) (O&MN,N)	I			
900020	R425	RESERVED (Fund Type - TBD)				

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Qty Unit Est. Cost

Item	PSC	Supplies/Services
		RESERVED (Fund Type - TBD)
		ODC Funding for Labor CLIN 710005 FY15 OCF (b)(4)
J10003	10123	(b)(4)
		(b)(4) (RDT&E)
910006	R425	ODC Funding for Labor CLIN 710006 FY15 OCF (b)(4)
		(b)(4)
		(b)(4) (RDT&E)
910007	R425	ODC Funding for Labor CLIN 710007 FY15 R&D (b)(4)
		(b)(4)
		(b)(4) (RDT&E)
910008	R425	ODC Funding for Labor CLIN 710008 FY15 RDT&EN (b)(4) (RDT&E)
910009	R425	RESERVED (Fund Type - TBD)
910010	R425	ODC Funding for Labor CLIN 700028 FY15 OCF (RDT&E)
910011	R425	Funding for Labor CLIN 710011 DU SCN FY15 (b)(4)
		(b)(4) (SCN)
910012	R425	ODC Funding for Labor CLIN 710012 RDT&EN FY16 (b)(4) (b)(4)
		(b)(4) (RDT&E)
910013	R425	ODC Funding for Labor CLIN 710013 SCN FY11 (b)(4) (b)(4) (SCN)
910014	R425	ODC Funding for Labor CLIN 710014 OM&N (b)(4) /
		(b)(4)
		(b)(4) (O&MN, N)
910015	R425	ODC Funding for Labor CLIN 710015 OCF FY15 (b)(4) (O&MN,N)
910016	R425	ODC Funding for Labor CLIN 710016 OCF FY15 (b)(4)
		(b)(4) (Fund Type - OTHER)
910017	R425	ODC Funding for Labor CLIN 710017 RDT&EN FY16 (b)(4) / (b)(4) (RDT&E)
910018	R425	ODC Funding for Labor CLIN 710018 OCF FY15 (b)(4)
		(O&MN,N)
910019	R425	Funding for Labor CLIN 710019 OM&N FY16 (b)(4) (O&MN,N)
910020	R425	Funding for Labor CLIN 710020 OPN FY16 (b)(4) (OPN)
910021	R425	Funding for Labor CLIN 710021 RDT&EN FY16 (b)(4) /
		(b)(4) (RDT&E)
910022	R425	Funding for Labor CLIN 710022 RDT&EN FY15 (b)(4) (b)(4) (RDT&E)
910023	R425	Funding for Labor CLIN 710023 RDT&EN FY16 (b)(4) (RDT&E)

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	
910024	R425	Funding for Labor CLIN 710024 RDT&EN FY15 (b)(4)				
		(b)(4)				
010005	D40E	(b)(4) (RDT&E)				
		RESERVED (RDT&E)  RESERVED (Fund Type - TBD)				
		Funding for Labor CLIN 710027 OCF FY16 In support of (b)(4)				
J10027	N423	(b)(4) (RDT&E)				
910028	R425	Funding for Labor CLIN 710028 SCN FY16 (b)(4) (SCN)				
910029	R425	Funding for Labor CLIN 710029 SCN FY16 (b)(4)				
		(b)(4)				
910030	R425	RESERVED (Fund Type - TBD)				
910031	R425	ODC Funding for Labor CLIN 710031 TBD RDT&EN FY16 (b)(4) OY2 Incentive (RDT&E)				
910032	R425	RESERVED (Fund Type - TBD)				
910033	R425	ODC Funding for Labor CLIN 710033 FK RDT&EN FY16 (b)(4)				
		(b)(4) (b)(4) (RDT&E)				
910034	R425	ODC Funding for Labor CLIN 710034 TBD RDT&EN FY16 (b)(4) (b)(4) (RDT&E)				
910035	R425	RESERVED (Fund Type - TBD)				
910036	R425	ODC Funding for Labor CLIN 710036 TBD OCF (R&D) FY16				
		(b)(4) (b)(4) (Fund				
910037	R425	ODC Funding for Labor CLIN 710037 TBD OCF (R&D) FY16 (b)(4) (0&MN,N)				
910038	R425	RESERVED (Fund Type - TBD)				
910039	R425	RESERVED (Fund Type - TBD)				
910040	R425	ODC Funding for Labor CLIN 710040 TBD OM&N FY16 (b)(4)				
910041	R425	RESERVED (Fund Type - TBD)				
910042	R425	ODC Funding for Labor CLIN 710042 TBD OCF FY16 (b)(4)				
		(b)(4)				
		(O&MN,N)				
910043	R425	ODC Funding for Labor CLIN 710043 TBD OCF FY16 (b)(4)				
		(b)(4) (Fund Type - OTHER)				
9101	R425	ODC in support of CLIN 7101 (Fund Type - TBD)	1.0	LO	(b)(4)	

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
910101	R425	ODC Funding for Labor CLIN 710101 FY15 O&MN (b)(4) (O&MN,N)			
910102	R425	ODC Funding for CLIN 910102 WPN FY15 (b)(4) (WPN)			
910103	R425	RESERVED (Fund Type - TBD)			
910104	R425	ODC Funding for Labor CLIN 710104 WPN FY16 FY16 WPN FOR (b)(4) (WPN)			
910105	R425	ODC Funding for Labor CLIN 710105 RDT&EN FY15 (b)(4) / (b)(4) (RDT&E)			
910106	R425	ODC Funding for Labor CLIN 710106 SCN FY15 (b)(4) (b)(4) (SCN)			
910107	R425	ODC Funding for Labor CLIN 710107 SCN FY15 (b)(4) (b)(4) (SCN)			
910108	R425	RESERVED (Fund Type - TBD)			
910109	R425	ODC Funding for Labor CLIN 710109 TBD RDT&EN FY16 (b)(4) Surge (RDT&E)			
9102	R499	ODC's in support of CLIN 7102 (Fund Type - TBD)	1.0	LO	(b)(4)
910201	R499	RESERVED (Fund Type - TBD)			
910202	R499	Funding for Labor CLIN 710202 FMS FY16 (b)(4) (b)(4) (FMS)			
910203	R499	Funding for Labor CLIN 710203 FMS FY16 (b)(4) (b)(4) (FMS)			
910204	R499	ODC Funding for Labor CLIN 710204 TBD OCF FY16 (b)(4) (b)(4) (FMS)			
910205	R499	ODC Funding for Labor CLIN 710205 TBD OCF FY16 (b)(4) (FMS)			
910206	R499	ODC Funding for Labor CLIN 710206 TBD OCF FY16 Funding for (b)(4) (FMS)			
9200	R425	ODC in support of CLIN 7200 (Fund Type - TBD)	1.0	LO	(b)(4)
920001	R425	ODC Funding for Labor CLIN 720001 TBD RDT&EN FY16 (b)(4) AT1 Incentive (RDT&E)			
920002	R425	ODC Funding for Labor CLIN 720002 TBD RDT&EN FY16 (b)(4) / (b)(4) (RDT&E)			
920003	R425	ODC Funding for Labor CLIN 720003 TBD RDT&EN FY16 (b)(4) (b)(4) AT1 Incentive (RDT&E)			
920004	R425	ODC Funding for Labor CLIN 720004 TBD RDT&EN FY16 (b)(4) (RDT&E)			

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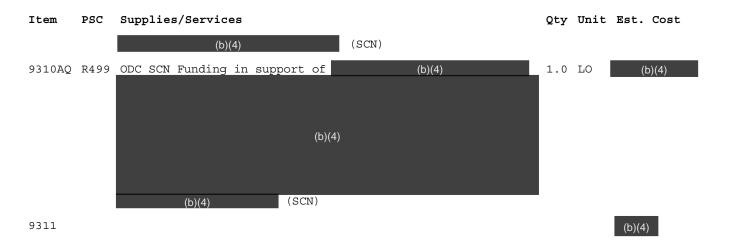
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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
920103	R425	ODC Funding for Labor CLIN 720103 TBD SCN FY10 (b)(4)				
920104	R425	ODC WPN funding in support of (b)(4) (WPN)				
9202	R499	ODCs in support of CLIN 7202 (Fund Type - TBD)	1.0	LO	(	(b)(4)
920201	R499	ODC Funding for Labor CLIN 720201 (b)(4) (b)(4) (FMS)	I			
920202	R499	ODC Funding for Labor CLIN 720202 (b)(4) (b)(4) (FMS)				
920203	R499	Reserved (Fund Type - TBD)				
920204	R499	ODC Funding for Labor CLIN 720204 - (b)(4) (FMS)				
920205	R499	ODC Funding for (b)(4) (FMS)				
9300	R425	ODC in support of CLIN 7300. ODC ceiling for Award Term 2 (Year 5) - No funding will be applied to this CLIN. Award Term 2 (Year 5) ODC funding is applied to priced SLINs under CLIN 9310. Contractor shall NOT invoice against CLIN 9300. (Fund Type - TBD)	1.0	LO	(	b)(4)
9301	R425	ODC in support of CLIN 7301 (Fund Type - TBD)	1.0	LO	(	(b)(4)
		Option				
9310		Award Term 2 (Year 5) ODC. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.			(	b)(4)
9310AA	R425	ODC funding for $(b)(4)$ (SCN)	1.0	LO	(b)	)(4)
9310AB	R425	ODC funding for $(b)(4)$ (SCN)	1.0	LO	(b	)(4)
9310AC	R425	ODC funding for (b)(4) (SCN)	1.0	LO	(t	0)(4)
9310AD	R499	ODC SCN funding for (b)(4) (SCN)	1.0	LO	(	b)(4)
9310AE	R499	10 USC 2410(a) Authority is hereby invoked. ODC OMN funding for (b)(4) (O&MN,N)	1.0	LO	(b	9)(4)
9310AF	R499	SCN ODC funding for (b)(4) (SCN)	1.0	LO	(b	)(4)
9310AG	R499	ODC funding in support of (b)(4) (RDT&E)	1.0	LO	(1	b)(4)
9310AH	R499	OCF R&D ODC funding in support of (b)(4) (b)(4) efforts (RDT&E)	1.0	LO	(b	0)(4)
9310AJ	R499	WPN ODC funding in support of (b)(4) (WPN)	1.0	LO	(	b)(4)
9310AK	R499	RDTE for (b)(4) (RDT&E)	1.0	LO	(t	0)(4)
9310AL	R499	2410(a) is hereby invoked. RDTE for (b)(4) (RDT&E)	1.0	LO	(b	)(4)
9310AM	R499	OCF for (b)(4) (RDT&E)	1.0	LO	(b	0)(4)
9310AN	R499	SCN for (b)(4) (SCN)	1.0	LO	(	b)(4)
9310AP	R499	SCN ODC funding in support of (b)(4)	1.0	LO	(	(b)(4)
		(b)(4)				

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#### NOTE A: LEVEL OF EFFORT

The PAYMENT OF FEE(S) (LEVEL OF EFFORT – ALTERNATE I) clause applies to these Items.

#### NOTE B: OPTION

Option Item to which the OPTION clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

#### NOTE C: AWARD TERM

Award Term Item to which the AWARD TERM Plan, Attachment 2, applies and which is to be supplied only if and to the extent said Item is earned, retained and awarded in accordance with the AWARD TERM PLAN provided in Attachment 2. Notwithstanding the word "Option" which appears in the SECTION B CLIN description or elsewhere in this Solicitation and resulting Task Order, for Award Term Items, Award Terms are not "Option" Items until they are earned.

#### NOTE D: ODC

These Items are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee, not allowable indirect costs or burdens.

#### NOTE E: FEE INSTRUCTIONS (Applicable to all Incentive Fee Line Items)

Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee percentage, if less than the solicitation stated thresholds, will be incorporated in the below clause and in FAR clause 52.216-10 INCENTIVE FEE in Section I.

(1) The target cost, target fee amounts shall be based upon the actual level of effort the contractor provides. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable).

			Hourly F	lates			Totals			
CLIN	Contract Type	Qty (Hrs)	Avg Hourly Rate (Rate)	Min Fee/Hour (MinF)	Target Fee/Hour	Max Fee/Hour ( <i>MF</i> )	Min Fee(Hrs*MinF)	Target Fee (Hrs * TF)	Max Fee (Hrs * MF)	Target Cost (Hrs * Rate)
4000	CPIF	125,000	(b)(4)	(1- ) (4)	(1-) (4)	(b)(4)	(1-)(4)	(b)/4)	(1-) (4)	(h)(4)
7000	CPIF	125,000	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)

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7100	CPIF	125,000								
7200	CPIF	125,000	(b)(4)							
7300	CPIF	125,000								

- (i) The CPIF target cost for (40XX-series) and if exercised CLINS (70XX-series, 71XX-series) and if earned and exercised CLINS (72XX-series, 73XX-series) shall be entered in the Target Cost column in the INCENTIVE FEE TABLE above. The Target Cost is determined by multiplying the allowable hours worked (Qty (*Hrs*)), including subcontractor hours, corresponding to each CLIN by the target cost per hour (Target Cost/Hour (*Rate*)). The target cost per hour (Target Cost/Hour (*Rate*)) shall include all proposed cost (including cost of money (if proposed) and subcontractor costs) for the corresponding CLIN. Fees charged by subcontractors shall also be included in the target cost.
- (ii) The CPIF target fee for (40XX-series) and if exercised CLINS (70XX-series, 71XX-series) and if earned and exercised CLINS (72XX-series, 73XX-series) shall be determined by multiplying the allowable hours worked (Qty (*Hr*s)), including subcontractor hours, for the corresponding CLIN by the target fee per hour (Target Fee/Hour (TF)) from the INCENTIVE FEE TABLE. This shall be entered in the Target Fee (Target Fee (Hrs \* TF)) column of the INCENTIVE FEE TABLE above.
- (iii) The share ratio for the CPIF portion of the fee structure is 50/50 (50% Government and 50% Contractor) for both under-runs and over-runs. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the *final* target cost for each of the aforementioned labor CLINs. See the Incentive Fee clause (FAR 52.216-10) in Section I of this Task Order.

#### **NOTE F: FEE INSTRUCTIONS (Applicable to all Fixed Fee Line Items)**

Cost and Fee amounts for Fixed Fee CLINS can be found in the table below. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable).

			Hourly Rates	S	Totals	
CLIN	Contract Type	Qty (Hrs)	Avg Hourly Rate (Rate)	Fixed Fee/Hour (FF)	Fixed Fee (Hrs * F)	Estimated Cost (Hrs * Rate)
4001	CPFF	12,500				
7001	CPFF	12,500				
7101	CPFF	12,500	(b)(4)	(b)(4)	(b)(4)	(b)(4)
7201	CPFF	12,500				
7301	CPFF	12,500				

#### CLAUSES INCORPORTED IN FULL TEXT:

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

### CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire task order is cost type. The CLINs for the base labor requirements are Cost Plus Incentive Fee (CPIF), the surge CLINs are Cost Plus Fixed Fee (CPFF) and the ODC CLINs are Costs Only.

PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010) (Applicable to 4000 and 7000 series CLINs)

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- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.
- (b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE," (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

#### TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (Applicable to 6000 and 9000 series CLINs)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

#### **EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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#### SECTION C DESCRIPTIONS AND SPECIFICATIONS

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Scope: This solicitation requires the contractor to provide a full-range of technical and programmatic services to support the Test & Evaluation (T&E) of surface combatant and carrier/large deck combat systems programs including: AEGIS (Cruiser and Destroyer, United States Navy (USN) and Foreign Military Sales (FMS)), Ship Self Defense System (SSDS) (carrier and large deck), DDG 1000, Littoral Combat Ship (LCS) and US Coast Guard National Security Cutter, and additional T&E programs requiring support including, but not limited to the Maritime Theater Missile Defense (MTMD) Program, Standard Missile-6 (SM-6), Naval Integrated Fire Control-Counter Attack (NIFC-CA) and the Accelerated Midterm Interoperability Improvement (AMIIP) programs. In addition, the contractor will provide T&E technical and programmatic support services for the Self Defense Test Ship (SDTS), an ex DDG 963 Destroyer based at Port Hueneme, CA. The comprehensive T&E resources and services provided will allow IWS 1TE, in conjunction with other applicable Program Managers, to act as the central T&E office for all Navy surface ship integrated combat system T&E.

T&E support will primarily focus on land based and at-sea Combat System T&E, specifically: surface ship Combat System Ship Qualification Trials (CSSQT), all efforts associated with the AEGIS T&E Enterprise (TEMP 1669), the Air Warfare Ship Self Defense T&E Enterprise (TEMP 1714), the SSDS T&E Program (TEMP 1400), and also Modeling & Simulation (M&S) services. The scope of services required to successfully meet these responsibilities includes the following tasks: Test Strategy and T&E Master Plan Development; T&E Scheduling; Test Planning; Test Execution; T&E Resources and Services Support; Assessment; Strategic Planning & Management.

Acceptable Quality Level: All delivered products are fully coordinated with stakeholders, delivered in a timely manner, and correctly formatted without any technical or editorial errors. Classified and Unclassified meetings are properly supported with respect to meeting announcements, transmission and receipt of Classified materials, minutes, Action Item tracking, and facility support. Classified Voice-over-IP (VoIP) and VTC meetings are well coordinated and executed with minimal communications anomalies.

Performance Assessment Plan: Government T&E staff shall review and assess deliverables and products. The contractor shall provide periodic reports and a set of metrics, with the schedule and content as agreed to by individual T&E managers.

Attachments 10 and 11 provide the T&E Functional Organizational Chart and the T&E WBS Chart. For surge requirements the Government estimate is 10 percent of the base level of effort.

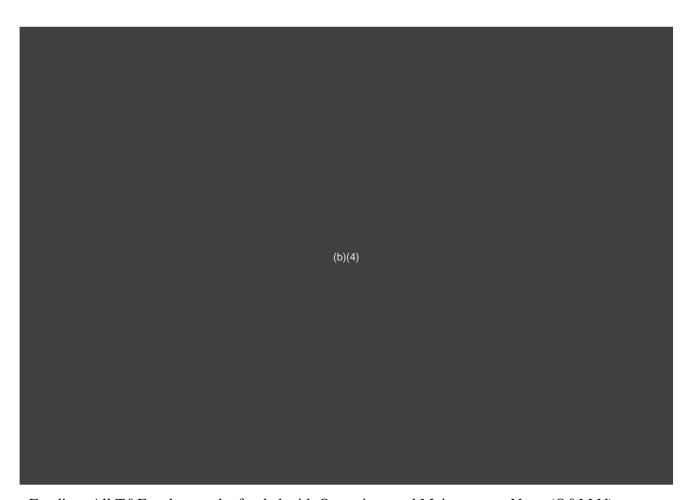
All key employees will be immediately available, and the remainder of the team will be in place and fully functioning within four weeks of contract award. All employees supporting this task must have access to electronic mail and individual Internet addresses.

Facility Requirements: The contractor shall provide a facility within walking distance to the Washington Navy Yard that is staffed during normal working hours to support up to Secret-level work. The facilities shall include: a Data Analysis Center (DAC) with Secret Internet Protocol

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Routing Network (SIPRNET) access to allow for the rapid receipt and transfer of Classified documents; Secure Telephone Equipment (STE); Secure Voice over IP Address (VoIP) teleconferencing; Video Teleconferencing (VTC) room capable of Classified VTCs with seating of at-least 40 people, at least two separate conference rooms, each having a seating capacity for at least 50 people and approved to hold Classified (up to Secret level) and Unclassified meetings; Classified (up to Secret level) and Unclassified high-speed color copying capability; at least 5 data portals and telephones for use by visiting T&E meeting participants; Classified (up to Secret level) storage containers.

Security Requirements: Update security requirements to support classification change to N00178-10-6332 EH02 to support classification change (secret to top secret) as approved by NAVSEA Security and Contracts (Ref Enclosed DD 254) and to ensure proper SIPRNET language (Per DSS). Change security requirements to:



Funding: All T&E tasks may be funded with Operations and Maintenance, Navy (O&M,N), Operations and Procurement, Navy (OPN), Shipbuilding and Conversion, Navy (SCN), Foreign Military Sales (FMS)\*, Fleet Modernization Program (FMP), Research, Development, Test and Evaluation (RDT&E), Weapons, Procurement Navy (WPN), or Other Customer Funds (OCF) funding to accomplish assigned tasks.

\* FMS funding includes Project Agreement (PA) funding negotiated under separate International Agreements with participating nations; e.g., Spain.

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Data/Deliverables: All products produced under this task order shall become the property of the government.

#### **DESCRIPTION OF TASKS**

## Task 1: Test Strategy and T&E Master Plan Development

The contractor shall:

- 1.A. Provide advice in the development of major test strategies and T&E Master Plans (TEMPs).
- 1.B. Conduct a detailed review of all requirements documents to ensure all applicable and testable Ship Class and system level test requirements are included in new or updated versions of Test & Evaluation Master Plans (TEMPs).
- 1.C. Recommend a draft TEMP development process and timeline to all TEMP stakeholders and system level SMEs; collaborate with them during the development of a detailed Developmental Test (DT) strategy, identification of resource requirements, and estimate of overall TEMP funding requirements.
- 1.D. Maintain TEMP development configuration control throughout the draft revision process, and manage the document's routing through final signature.
- 1.E. Identify opportunities to enterprise and leverage assets during execution of PEO IWS, other PEO, Commander Operational Test & Evaluation Force (COTF), and Department of Defense (DoD) organizations DT/OT, FOT&E, and other tests; draft Memorandums of Agreement (MOAs)/Memorandums of Understanding (MOUs), and other T&E framework documentation to enable the conduct of these tests.
- 1.F. Participate in T&E Integrated Product Team (IPT) meetings with sponsors and stakeholders, and in other IWS related T&E forums; coordinate, prepare and transmit agendas, briefing materials, meeting minutes, action items, issue papers and other correspondence, both Classified and Unclassified.
- 1.G. Conduct liaison with T&E program points of contact at the Office of the Chief of Naval Operations (OPNAV), COTF, DOT&E, Director, Test, Systems Engineering, and Evaluation (DTSE&E), and other DoD and Navy activities and contractors to collect, track, and support the identification and resolution of TEMP issues, including identified OT deficiencies.
- 1.H. Designate a Modeling & Simulation (M&S) Lead Systems Engineer (LSE) to act as the IWS 1TE M&S SME. The M&S LSE will develop and recommend technical approaches to maximize effective and efficient use of M&S for all Ship Class and combat system configurations including:

AEGIS, LPD 17, LHA 6, LCS, DDG 1000, LSD 41, CVN 78, LSD 41, and DDG 51 Flt III.

Delivery Schedule	Due Date
TEMPS and other formal documentation	When assigned
Action Item Tracking	Weekly after issue identified and assigned
Meeting minutes	Submit drafts of meeting minutes and action
	items within 3working days of each meeting.

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## Task 2: T&E Scheduling

- 2.A. Coordinate with applicable program offices (see Attachment 10), and develop and distribute both individual combat system and combined IWS 1TE T&E schedules on a quarterly basis for land-based test sites (LBTS), shippard trials and at-sea test events.
- 2.B. Coordinate long range scheduling requirements for military and commercial resources and services and submit required documentation in a timely manner; determine resource availability and develop options to de-conflict schedules, when required; compile cost estimates; provide status reports.
- 2.C. Evaluate opportunities to leverage resources during participation in various Fleet scheduling conferences and Navy acquisition program T&E planning and scheduling meetings; coordinate opportunities directly with the designated IWS 1TE CSSQT Manager.
- 2.D. Develop and track timelines and Plan of Action and Milestones (POA&Ms) for applicable IWS T&E events to account for the timely scheduling of resources, execution and test plan approvals, and submission of required messages and authorizations.
- 2.E. Modeling & Simulation (M&S) Lead Systems Engineer (LSE) will work closely with Probability of Raid Annihilation (Pra) Testbed developers to ensure that PRA objectives are included during at-sea lead ship and Self Defense Test Ship (SDTS) testing, and schedules are aligned to meet various program milestones.
- 2.F. Designate an IWS 1TE Schedules Representative to perform the following duties:
  - (1) Coordinate long range scheduling requirements for military and commercial resources and services for IWS 1TE test events.
  - (2) Utilize the fleet scheduling programs to submit draft IWS 1TE fleet resource requirements and monitor WebSked regularly to determine status of requested services.
  - (3) Participate at IWS 1TE scheduled conferences and provide follow-up liaison as required to enhance the process.
  - (4) Conduct liaison with Fleet representatives to optimize chances for assignment of requested fleet services.

Delivery Schedule	Due Date
PEO IWS T&E Schedules	Quarterly
Resouce and Services Schedules	Quarterly
Draft Quarterly Services Requirements	Quarterly
Submissions	

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#### The Contractor shall:

- 3.A. Participate in test planning meetings for applicable IWS sponsored tests as T&E SMEs in the areas of: test development and combat/weapon system assessment strategy; evaluation of range and resources requirements; surface warfare testing; M&S applications; cost-estimating and financial management; application of lessons-learned.
- 3.B. Assist the designated IWS 1TE Maritime Theater Missile Defense (MTMD) lead in the development of concept of testing, test scheduling, range and resource requirements, cost-estimating, budgeting and financial reporting.
- 3.C. Coordinate, schedule, and provide meeting services for all formal test planning group meetings, Enterprise IPTs, and test readiness reviews to include preparation and transmittal of: agendas; briefing materials; meeting minutes; issue papers; confirming participation of subject matter experts; on-site handling and transmission of Unclassified/Classified material; tracking and resolving action items.
- 3.D. Draft Test Execution Guidance Letters that include: Schedules of Events (SOE); approximate test periods and location(s); test planning milestones; roles and responsibilities; scope chart.
- 3.E. Assist IWS 1TE in overseeing the overall planning, scheduling, budgeting, coordination, execution, and reporting of assigned test events.
- 3.F. Prepare Naval Messages required to support IWS T&E events that are ready for transmission.

Meeting Convening	Ten Working Days prior to readiness review
Announcements	
Action Item Tracking	Weekly after issue identified and assigned
Meeting minutes	Submit drafts of meeting minutes and action items
	within 3 working days of each meeting
Test Execution Guidance Letter	12 months prior to live-firing events
Pra Testbed-related Test Objectives	13 months prior to test
Pra Testbed initial data needs	8 months prior to test
Pra Testbed final data needs	6 months prior to test

#### **Task 4: Test Execution**

- 4.A. Provide on-site technical services to ensure the required test resources are approved and ready to support testing; assist the Test Director and Senior IWS 1TE representative in taking actions, when required, to gain necessary approvals; participate and assist in the preparation of post-test data reconstruction and analyses, and quick-look reports.
- 4.B. Monitor and collect performance data on T&E resources and range services during test execution using established IWS 1TE Test and Evaluation System Performance Review

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## (TESPR) procedures.

4.C. Coordinate all Pra Testbed pre-test activities, Test Readiness Reviews, execution of Pra Testbed Tests, and the distribution of data for analysis.

Test Operations Assessment	5 days after conclusion of test
Pra Testbed Integration Review	1 month prior to DT
Pra Testbed Accreditation Review Pckg	4 months prior to IT
Pra Testbed Test Plan	3 months prior to DT/IT
Test Readiness Review	1 week prior to DT/IT
Data feedback to Testbed	3 months following test

## Task 5: T&E Resources and Services Support

#### **5.A.** T&E Resources Identification:

The Contractor shall:

- 5.A.1. Participate in DoD and Navy T&E, M&S and other resource user forums to identify and evaluate new technologies and alternative resources to conduct testing; e.g., weapons scoring systems, remotely controlled vehicles, Link tools, etc., that provide new capabilities, cost effective or improved alternatives to meet T&E requirements.
- 5.A.2. Draft IWS input to annual T&E infrastructure investment data calls in response to Office of the Secretary of Defense (OSD), DoD and OPNAV taskers.

Delivery Schedule	Due Date
Technical Assessment Reports	30 days following task assignment

#### 5.B. Ordnance:

- 5.B.1. Provide ordnance planning, requisition evaluation, logistics analysis, and technical support services to ensure the recommended type, configuration and quantity of ordnance is available, allocated, requisitioned and loaded in a timely manner for all IWS T&E events.
- 5.B.2. Participate in IWS test planning meetings to capture ordnance requirements, consolidate them, and participate in the Navy's Non-Combat Expenditure Allocation (NCEA) process to identify inventory, allocations and shortfalls for T&E events and assist in developing and identifying alternatives when the required resources are not available.
- 5.B.3. Evaluate and recommend the ordnance allocations to meet requirements; prepare and distribute sub-allocations to field activities and T&E program users; submit augmentation requests, when required.
- 5.B.4. Process allocation messages for each T&E event to ensure the correct type, configuration

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and quantity of missiles and ordnance are available and positioned in time to meet the on-load date, and the required expenditure reporting requirements are clearly understood.

5.B.5. Provide technical assistance to: facilitate ordnance movements; represent IWS 1TE during ordnance on-loads and off-loads in compliance with Navy explosive safety regulations; monitor ordnance reporting to ensure expenditures are documented correctly in relevant Navy databases and projection/reporting systems.

Delivery Schedule	Due Date
Compile annual ornance requirements	10 months prior to new fiscal year
Ordnance sub-allocations to other users	3 weeks after receipt of annual allocation
Ordnance Augment Requests	As needed
Allocation Message Distrbution	As needed
Quarterly Ordnance Allocation Status Reports	First week of each quarter
Ordnance Issue Papers/Risk Assessment	30 Days after issue/risk identification
Ordnance Expenditure Reports	First week of each quarter

## **5.C. Target Systems:**

- 5.C.1. Provide technical support services to ensure the availability of aerial, surface, subsurface targets, and other surrogates.
- 5.C.2. Draft annual target requirements for IWS 1TE test events for PEO IWS submission to aerial and seaborne target allocation authority for Chief of Naval Operations, submitting updates as required.
- 5.C.3. Evaluate and recommend annual target allocations; prepare, maintain and distribute recommended target sub-allocations to T&E programs and test ranges.
- 5.C.4. Develop and propose target inventory preservation strategies to support current and future T&E program requirements.
- 5.C.5. Recommend target control, scoring, configuration, augmentation and signature requirements; participate in target requirements and development meetings, as directed.
- 5.C.6. Recommend resources required to support planned scenarios and assist in developing alternatives when the required resources are not available.
- 5.C.7. Prepare and maintain library of relevant threats and associated T&E resources, surrogates, stimulators, and digital models.
- 5.C.8. Host Classified Threat Representation Working Group forums to include: coordinating agendas; requesting intelligence updates; confirming participation of subject matter experts; handling the transmission and receipt of classified material; executing appropriate follow-up actions.

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5.C.9. Compare, verify and document target expenditures from field activities and other T&E program users using applicable expenditure reporting programs and databases.

Delivery Schedule	Due Date
Target Requirements (updated quarterly)	Beginning of fiscal year
Target sub-allocations	Beginning of fiscal year (updated quarterly)
Target Expenditure Reports	End of fiscal year (updated quarterly)
Target User Conference briefings	Annually, one week prior to conference
Target User Conference post-trip reports	Annually, two weeks after conference
Summary of relevant threats and associated	Annually, and as required
test resources	
Host Threat Representation WG	Quarterly, additional as required

#### **5.D.** Aircraft Services:

- 5.D.1. Provide technical and management assistance to IWS 1TE on all matters related to the availability, scheduling, and flight operations of fleet and contractor aircraft services (CAS), to include their compliance with Federal, DoD and Navy regulations.
- 5.D.2. Conduct evaluations of usage data, projected requirements and financial data to identify aircraft cost savings and efficiency opportunities.
- 5.D.3. Assign qualified Air Resource Coordinators (ARCs) for each T&E event to coordinate the scheduling of aircraft and support services required for combat/weapons systems testing; the ARC shall be on-site during all aircraft operations to ensure scheduled CAS and military aircraft operations are executed as planned and in accordance with all applicable flight safety directives and regulations.
- 5.D.4. Provide airborne and land-based tactical data link (TADL) services to include Links 11, 16, and the Link 16 Monitoring System (LMS-16) for data collection and near-real time analysis to include the management and storage of all cryptographic material and equipment required to operate the TADL equipment.
- 5.D.5. Provide technical and programmatic support for an at-sea CAS helicopter operations program that includes the capability of CAS helicopters to conduct shipboard transfer of personnel and equipment, and for the conduct of open-ocean target recoveries of torpedoes and aerial target drones.
- 5.D.6. Target Recovery: Provide trained and certified personnel able to recover Navy target drones and lightweight torpedos in an open ocean environment under varying environmental conditions using basic snare and hook pole recovery methods. Recoveries may be helicopter-borne or in-water in excess of 60nm off shore. Personnel should be knowledgeable in helicopter verbal commands for torpedo/target drone recoveries, external load and hoisting operations, parachute disentanglement procedures, open ocean swimmer deployment procedures,

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hoisting, and associated helicopter emergency/egress procedures.

5.D.8. Recommend supersonic and subsonic target launch, aerial tanker, and aerial transport services requirements; develop cost estimates, schedules, and provide on-site supervision of services.

Delivery Schedule	Due Date
Fleet Resource Requirements	Quarterly IAW PEO IWS Instruction 3120.1
T&E Equipment Inventory	Annually, prior to beginning of 3rd Qtr of FY

## **5.E.** Modeling & Simulation

- 5.E.1. Provide support in the use of M&S in all areas of IWS 1TE T&E to include technical management of the Probability of Raid Annihilation (PRA) Testbed, implementation and use of scoring devices to provide live-fire data to validate models, and use of 3D visualization and analysis tools to display weapons performance results during or post event.
- 5.E.2. Recommend technical M&S approaches to: improve M&S consistency across all IWS 1TE combat system T&E; evaluate the trade-off between using existing models or conducting live-fire; capture test program requirements and ensure their submittal for inclusion into higher fidelity threat models; foster the re-use of existing models; ensure the availability of threat models.
- 5.E.3. Recommend technical approaches to migrate element system models to system-of-systems M&S framework in an efficient manner that fully supports the T&E requirements of multiple ship Classes and combat system configurations.
- 5.E.4. Build and support 3D visualization models to display pre-event visualizations, real-time situational awareness displays, and post-event to support reconstructions of radar, weapon system, and other systems under test.
- 5.E.5. Employ operations research and design of experiments techniques to all phases of test planning, development and execution to ensure tests and M&S runs satisfy test objectives.
- 5.E.6. Maintain System Engineering (SE) artifacts including the Risk Management Plan (RMP), Systems Engineering Plan (SEP), Program Management Plan, Integration and Configuration Management Master Plan (ICMMP), Security Classification Guide (SCG) and Capabilities Matrix.
- 5.E.7. Verification, Validation & Accreditation (VV&A).
- 5.E.7.A. Provide technical leadership during VV&A of PRA Testbed and other M&S applications supporting IWS 1TE T&E to ensure: the applications are capable of replicating specific threats outlined in the Naval Capabilities Document (NCD) or other applicable documents; they support both land based and at sea testing of multiple Ship Classes and combat system configurations; M&Sdata requirements are submitted for inclusion in T&E strategies;

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raw data and data analysis products are delivered of M&S users.

5.E.7.B. Coordinate and document VV&A efforts in accordance with DoD guidance and instructions.

5.E.7.C. Identify M&S tools that can replicate threat targets not available in the current Navy target inventory or are cost prohibitive for supporting at-sea Developmental Testing (DT) and Operational Testing (OT); create and coordinate V&V documentation and data analysis of the tools to ensure they represent specific threats; provide analysis and recommendations on cost performance trade-offs on parameters, characteristics and signatures; provide the documentation for assessment and an accreditation decision.

Delivery Schedule	Due Date
Enterprise Working Groups documents	Quarterly
Testbed System Engineering documents	Annually, and as assigned
Testbed Design Review documents	Annually, two weeks after Design Review
PEO IWS M&S corporate reporting	1 week following assignment

#### Task 6: Assessment

The Contractor shall:

- 6.A. Maintain and execute the Test and Evaluation System Performance Review (TESPR) Program to include the collection, evaluation, reporting, resolution of reported issues; the compilation and distribution of lessons-learned found during the planning and conduct of T&E events.
- 6.B. Conduct trend analysis on performance of T&E resources used during T&E events; identify and evaluate potential improvements to T&E Program policies and procedures and resources.
- 6.C. Maintain an accessible, searchable TESPR Enterprise Database.
- 6.D. Coordinate, as a key participant, periodic TESPR reviews with appropriate stakeholders to discuss test issues, highlight trends, develop recommendations and methodologies to improve T&E processes, support T&E innovation, and identify lessons learned.

Delivery Schedule	Due Date
Post-Event Test Performance Reports	15 days after conclusion of Test Event
Meeting Minutes, Action Item/Issue reports	5 working days after each meeting

## **Task 7: Strategic Planning & Management**

The Contractor shall:

7.A. Provide a Strategic Planning & Management team that understands all aspects of T&E programs, e.g., test ranges, test resources (aircraft, targets, ordnance), and Field Activity support, that can coordinate the development of: Statements of Work (SOW) in conjunction with Task

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Planning Sheets (TPS), Quarterly Execution Review (QER) inputs, POM submissions, Issue Papers, Impact Statements and Reclama's and other programmatic documentation.

- 7.B. Work with all applicable test organizations to include other PEOs, NAVAIR, AEGIS BMD, NIFC-CA, etc. to facilitate an enterprise approach to planning, resourcing and executing test events.
- 7.C. Collect current and out-year funding requests from all organizations supporting IWS 1TE in sufficient time for evaluation and development of recommended levels of funding.
- 7.D. Coordinate with applicable Business Financial Managers (BFM), OPNAV sponsors and Field Activities to ensure required current and out-year T&E funds are identified and entered into the appropriate financial management system.
- 7.E. Provide detailed reporting for each IWS 1TE area of funding, comparing cost estimates with actuals, and documenting rationale for differences.
- 7.F. Maintain monthly financial metrics and have an understanding of any failures to meet FMB benchmarks and thresholds.
- 7.G. Participate in Financial Budget Reviews assisting the government in addressing T&E interests, and recording all action items and distributing them to the proper assignee for resolution.

Delivery Schedule	Due Date
Enterprise Financial Summary	Weekly
Financial Reports for All Appropriations	Monthly or as required
POM Cycle Input	As required
QER Cycle Input	Quarterly

7.F. Maintain positive control of equipment listed in attachment 6

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# ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA)(JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

# COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

- (a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

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- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in humanreadable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

## ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.
- (d)(1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons.

Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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- (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
- (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).
- (e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.
- (f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.
- (g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default. (i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential

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organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment.

Additionally, sale of catalog or standard commercial items are exempt from this requirement.

- (k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract.

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#### SECTION D PACKAGING AND MARKING

**APPLICABLE TO ALL ITEMS** – There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

#### DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

## MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor

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All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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#### SECTION E INSPECTION AND ACCEPTANCE

\*Note that Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.

## CLAUSES INCORPORATED BY REFERENCE

- 52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001
- 52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

## CLAUSES INCORPORATED IN FULL TEXT

**INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES** Items 4000, 4100 and 4200 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

## INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified in Section C.

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## SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	9/9/2013 - 8/31/2014
4001	9/9/2013 - 8/31/2014
6000	9/9/2013 - 8/31/2014
6001	9/9/2013 - 8/31/2014
7000	9/1/2014 - 8/31/2015
7001	9/1/2014 - 8/31/2015
7002	9/1/2014 - 8/31/2015
7100	9/1/2015 - 8/31/2016
7101	9/1/2015 - 8/31/2016
7102	9/1/2015 - 8/31/2016
7200	9/1/2016 - 8/31/2017
7201	9/1/2016 - 8/31/2017
7202	9/1/2016 - 8/31/2017
7300	9/1/2017 - 8/31/2018
7301	9/1/2017 - 8/31/2018
7310AA	9/1/2017 - 8/31/2018
7310AB	9/1/2017 - 8/31/2018
7310AC	9/1/2017 - 8/31/2018
7310AD	9/1/2017 - 8/31/2018
7310AE	9/1/2017 - 8/31/2018
7310AF	9/1/2017 - 8/31/2018
7310AG	9/1/2017 - 8/31/2018
7310AH	9/1/2017 - 8/31/2018
7310AJ	9/1/2017 - 8/31/2018
7310AK	9/1/2017 - 8/31/2018
7310AL	9/1/2017 - 8/31/2018
7310AM	9/1/2017 - 8/31/2018
7310AN	9/1/2017 - 8/31/2018
7310AP	9/1/2017 - 8/31/2018
7310AQ	9/1/2017 - 8/31/2018
7310AR	9/1/2017 - 8/31/2018
7310AS	9/1/2017 - 8/31/2018
7310AT	9/1/2017 - 8/31/2018
7310AU	9/1/2017 - 8/31/2018
7310AV	9/1/2017 - 8/31/2018
7310AW	9/1/2017 - 5/31/2018
7310AX	9/1/2017 - 5/31/2018
7311AA	9/1/2017 - 8/31/2018
7311AB	9/1/2017 - 8/31/2018

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7311AD	9/1/2017 - 8/31/2018
7311AE	9/1/2017 - 5/31/2018
9000	9/1/2014 - 8/31/2015
9001	9/1/2014 - 8/31/2015
9002	9/1/2014 - 8/31/2015
9100	9/1/2015 - 8/31/2016
9101	9/1/2015 - 8/31/2016
9102	9/1/2015 - 8/31/2016
9200	9/1/2016 - 8/31/2017
9201	9/1/2016 - 8/31/2017
9202	9/1/2016 - 8/31/2017
9300	9/1/2017 - 8/31/2018
9310AA	9/1/2017 - 8/31/2018
9310AB	9/1/2017 - 8/31/2018
9310AC	9/1/2017 - 8/31/2018
9310AD	9/1/2017 - 8/31/2018
9310AE	9/1/2017 - 8/31/2018
9310AF	9/1/2017 - 8/31/2018
9310AG	9/1/2017 - 8/31/2018
9310AH	9/1/2017 - 8/31/2018
9310AJ	9/1/2017 - 8/31/2018
9310AK	9/1/2017 - 8/31/2018
9310AL	9/1/2017 - 8/31/2018
9310AM	9/1/2017 - 8/31/2018
9310AN	9/1/2017 - 8/31/2018
9310AP	9/1/2017 - 5/31/2018
9310AQ	9/1/2017 - 5/31/2018

## CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

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4001	9/9/2013 - 8/31/2014
6000	9/9/2013 - 8/31/2014
6001	9/9/2013 - 8/31/2014
7000	9/1/2014 - 8/31/2015
7001	9/1/2014 - 8/31/2015
7002	9/1/2014 - 8/31/2015
7100	9/1/2015 - 8/31/2016
7101	9/1/2015 - 8/31/2016

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7200	9/1/2016 - 8/31/2017
7201	9/1/2016 - 8/31/2017
7202	9/1/2016 - 8/31/2017
7300	9/1/2017 - 8/31/2018
7301	9/1/2017 - 8/31/2018
7310AA	9/1/2017 - 8/31/2018
7310AB	9/1/2017 - 8/31/2018
7310AC	9/1/2017 - 8/31/2018
7310AD	9/1/2017 - 8/31/2018
7310AE	9/1/2017 - 8/31/2018
7310AF	9/1/2017 - 8/31/2018
7310AG	9/1/2017 - 8/31/2018
7310AH	9/1/2017 - 8/31/2018
7310AJ	9/1/2017 - 8/31/2018
7310AK	9/1/2017 - 8/31/2018
7310AL	9/1/2017 - 8/31/2018
7310AM	9/1/2017 - 8/31/2018
7310AN	9/1/2017 - 8/31/2018
7310AP	9/1/2017 - 8/31/2018
7310AQ	9/1/2017 - 8/31/2018
7310AR	9/1/2017 - 8/31/2018
7310AS	9/1/2017 - 8/31/2018
7310AT	9/1/2017 - 8/31/2018
7310AU	9/1/2017 - 8/31/2018
7310AV	9/1/2017 - 8/31/2018
7310AW	9/1/2017 - 5/31/2018
7310AX	9/1/2017 - 5/31/2018
7311AA	9/1/2017 - 8/31/2018
7311AB	9/1/2017 - 8/31/2018
7311AC	9/1/2017 - 8/31/2018
7311AD	9/1/2017 - 8/31/2018
7311AE	9/1/2017 - 5/31/2018
9000	9/1/2014 - 8/31/2015
9001	9/1/2014 - 8/31/2015
9002	9/1/2014 - 8/31/2015
9100	9/1/2015 - 8/31/2016
9101	9/1/2015 - 8/31/2016
9102	9/1/2015 - 8/31/2016
9200	9/1/2016 - 8/31/2017
9201	9/1/2016 - 8/31/2017
9202	9/1/2016 - 8/31/2017
9300	9/1/2017 - 8/31/2018

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9310AC		9/1/2017 - 8/31/2018		
9310AD		9/1/2017 - 8/31/2018		
9310AE		9/1/2017 - 8/31/2018		
9310AF		9/1/2017 - 8/31/2018		
9310AG		9/1/2017 - 8/31/2018		
9310AH		9/1/2017 - 8/31/2018		
9310AJ		9/1/2017 - 8/31/2018		
9310AK		9/1/2017 - 8/31/2018		
9310AL		9/1/2017 - 8/31/2018		
9310AM		9/1/2017 - 8/31/2018		
9310AN		9/1/2017 - 8/31/2018		
9310AP		9/1/2017 - 5/31/2018		
9310AQ		9/1/2017 - 5/31/2018		

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The periods of performance for the following Option Items are as follows:

9301 9/1/2017 - 8/31/2018

Services to be performed hereunder will be provided at the contractor's facility.

#### DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

### CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order (AUG 1989) and Alternate I (APR 1984)

52.247-34 FOB ORIGIN, CONTRACTOR'S FACILITY (FEB 2006)

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#### SECTION G CONTRACT ADMINISTRATION DATA

**CONTRACTOR CENTRAL REGISTRATION (CCR)** - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

### 252.204-0001 Line Item Specific : Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

# HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

- (a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.
- (b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause—

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in

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Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) *Electronic invoicing*. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS <u>252.232-7003</u>, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—
- (1) Have a designated electronic business point of contact in the Central Contractor Registration at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> following the step-by-step procedures for self-registration available at this web site.
- (d) *WAWF training*. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) *Document type*. The Contractor shall use the following document type(s).

_Cost Voucher	<u>r</u>	
•		

(Contracting Officer: Insert applicable document type(s).

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location*. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

<u>Not Applicable</u>
(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving

Routing Data Table\*

reports in the system.

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD

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Issue By DoDAAC	N00164
Admin DoDAAC	N00164
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(b)(6)	 	

- (g) WAWF point of contact.
- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(b)(6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988. (End of clause)

**POINTS OF CONTACT** - The Government points of contact for this Task Order are as follows:

#### **BUSINESS FINANCIAL MANAGER (BFM)**

Naval Sea Systems Command

Attn: TBD

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: e-mail:

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### OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command
Attn: (b)(6) SEA0211
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: (b)(6)
e-mail: (b)(6)

## PROCURING CONTRACTING OFFICER (PCO)

NSWC Crane
Attn: (b)(6)
300 Highway 361 FL 1
Crane, IN 47522
Telephone: (b)(6)
e-mail: (b)(6)

#### PURCHASE OFFICE REPRESENTATIVE (POR)\*

NSWC Crane
Attn: (b)(6)
300 Highway 361 FL 1
Crane, IN 47522
Telephone: (b)(6)
e-mail: (b)(6)

#### CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Naval Sea Systems Command
Attn: (b)(6) PEO IWS 1.0
1333 Isaac Hull Avenue SE
Washington Navy Yard, DC 20376
Telephone: (b)(6)
E-mail: (b)(6)

The Government reserves the right to unilaterally change the points of contract at anytime.

#### TYPE OF ORDER

This task order is a Cost-Plus-Incentive-Fee (CPIF), Cost-Plus-Fixed-Fee (CPFF) type and cost only ODCs. The contractor shall devote the specified level of effort for time period(s) stated in Section F and H, as applicable.

Accounting Data

SLINID PR Number Amount

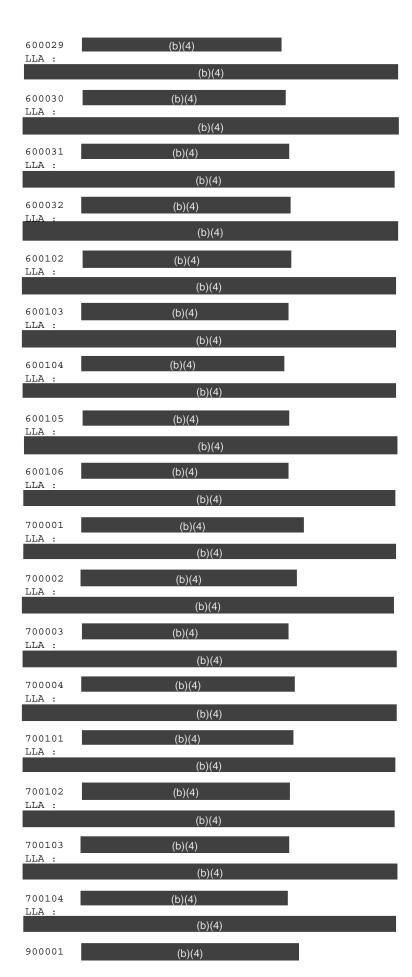


CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. N00178-10-D-6332-EH		ODIFICATION NO.	PAGE 76 of 123	FINAL
T.T.D					
LLA :	(b)(4)				
600002 LLA :	(b)(4)				
	(b)(4)				
600003 LLA :	(b)(4)				
	(b)(4)				
600005 LLA :	(b)(4)				
	(b)(4)				
600006 LLA :	(b)(4)				
600007	(b)(4) (b)(4)				
LLA :	(b)(4) (b)(4)				
600010	(b)(4)				
LLA :	(b)(4)				
600011	(b)(4)				
LLA :					
	(b	b)(4)			
600012 LLA :	(b)(4)				
LLA:	(b)(4)				
600013 LLA :	(b)(4)				
	(b)(4)				
600014 LLA :	(b)(4)	I			
	(b)(4)				
600101 LLA :	(b)(4)				
600103	(b)(4)				
600103 LLA :	(b)(4)				
	(b)(4)				
MOD 01 Funding (b)(4 Cumulative Funding	(b)(4)				
MOD 02					
400011	(b)(4)				
LLA:					
	(b)	0)(4)			
400015	(b)(4)		 	_ <del>_</del>	
LLA :	(b)(4)				
400016	(b)(4)				

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER N00178-10-D-633		AMENDMENT 27	/MODIFICATION NO.	PAGE 77 of 123	FINAL
LLA :	(b)(4)					
400017	(b)(4)					
LLA:						
		(b)(4)				
400018 LLA :	(b)(4)					•
	(b)(4)					
400019 LLA :	(b)(4)					
	(b)(4)					
400020 LLA :	(b)(4)					
	(b)(4)					
400021 LLA :	(b)(4)					
	(b)(4)					
400022 LLA :	(b)(4)					
	(b)(4)					
400023 LLA :	(b)(4)					
	(b)(4)					
400024 LLA :	(b)(4)					
	(b)(4)					
400025 LLA :	(b)(4)					
	(b)(4)					
400026 LLA :	(b)(4)					
	(b)(4)					
400027 LLA :	(b)(4)					
	(b)(4)					
400028 LLA :	(b)(4)					
	(b)(4)					
400029 LLA :	(b)(4)					
	(b)(4)					
400030 LLA :	(b)(4)					
	(b)(4)					
400031 LLA :	(b)(4)					
	(b)(4)					
400032 LLA :	(b)(4)					
	(b)(4)					

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER N00178-10-D-6332		AMENDMENT/	MODIFICATION NO.	PAGE 78 of 123	FINAL
400102	(b)(4)					
LLA :	(b)(4)	_				
400103	(b)(4)					
LLA :	(b)(4)					
400104 LLA :	(b)(4)					
LILA .	(b)(4)					
400105 LLA :	(b)(4)					
	(b)(4)					
400106 LLA :	(b)(4)	_				
600011	(b)(4)	_				
600011 LLA :	(b)(4)	_				ı
		(b)(4)				
600015	(b)(4)					
LLA :	(b)(4)					
600016 LLA :	(b)(4)	ı				
HIM .	(b)(4)					
600017 LLA :	(b)(4)					
		(b)(4)				
600018	(b)(4)					
LLA :	(b)(4)					
600019 LLA :	(b)(4)					
	(b)(4)					
600020 LLA :	(b)(4)					
	(b)(4)					
600021 LLA :	(b)(4)	_				
600022	(b)(4)	_				
LLA :	(b)(4)	_				
600024	(b)(4)					
LLA :	(b)(4)					
600027	(b)(4)					
LLA :	(b)(4)					
600028 LLA :	(b)(4)					
	(b)(4)					

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LLA :	(b)(4)						
900002	(b)(4)	l					
LLA :	(b)(4)						
900003 LLA :	(b)(4)						
	(b)(4)						
900004 LLA :	(b)(4)						
	(b)(4)						
900101 LLA :	(b)(4)						
	(b)(4)						
900102 LLA :	(b)(4)						
	(b)(4)						
900103 LLA :	(b)(4)						
	(b)(4)						
900104 LLA :	(b)(4)						
	(b)(4)						
MOD 02 Funding (b)(4) Cumulative Funding	(b)(4)						
MOD 03 Funding (b)(4) Cumulative Funding	(b)(4)						
MOD 04							
	(b)(4)						
LLA :							
	(	(b)(4)					
400031	(b)(4)						
LLA :	(b)(4)						
400033	(b)(4)						
LLA :	(b)(4)			I			
400104	(b)(4)						
LLA :	(b)(4)						
600017 LLA :	(b)(4)						
LIIA .	(l	(b)(4)					
600033	(b)(4)						
LLA :	(b)(4)						
600104 LLA :	(b)(4)						

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. N00178-10-D-6332-EH02	AMENDMENT/MODIFICATION NO. 27
1100170 10 B 0002	11.00170 10 B 0002 B1102	1=-
	(b)(4)	
	(-)(-)	
MOD 04 Funding (b)(4) Cumulative Funding (	(b)(4)	
MOD 05		
400104 LLA :	(b)(4)	
LLA:	(b)(4)	
	0)(4)	
LLA :	(b)(4)	
700005	(b)(4)	
LLA :	(b)(4)	
	(b)(4)	
LLA :	(b)(4)	
WOD OF B 11 (1)(4)	_	
MOD 05 Funding (b)(4) Cumulative Funding	b)(4)	
MOD 06		
400104	(b)(4)	
LLA :	(b)(4)	
	(b)(4)	
LLA :	(b)(4)	
MOD 06 Funding (b)(4) Cumulative Funding	b)(4)	
MOD 07		
700006	(b)(4)	
LLA :	(b)(4)	
700007	(b)(4)	
LLA :	(b)(4)	
700008	(b)(4)	
LLA :	(b)(4)	
700009	b)(4)	
LLA :	(b)(4)	
700010	(b)(4)	
LLA :	(b)(4)	
900006	(b)(4)	
LLA :	(b)(4)	
900008	b)(4)	
LLA :	<del>5)(1)</del>	

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	(b)(4)	
900009 (b	(b)(4)	
900010 (	b)(4)	
	(b)(4)	
MOD 07 Funding (b)(4) Cumulative Funding (b) MOD 08	0)(4)	
700011	(b)(4)	
LLA:	(b)(4)	
700012 LLA :	(b)(4)	
700010	(b)(4)	
700013 LLA :	(b)(4)	
700201	(b)(4)	
LLA :	(b)(4)	
700202 LLA :	(b)(4)	
900011	(b)(4)	
LLA :	(b)(4) (b)(4)	
900013	(b)(4)	
LLA:	(b)(4)	
900201 LLA :	(b)(4)	
900202	(b)(4) (b)(4)	
LLA :	(b)(4)	
MOD 08 Funding (b)(4) Cumulative Funding (b	<u> </u>	
MOD 09 Funding (b)(4)	9)(4)	
MOD 10		
400002 LLA :	(b)(4)	
	(b)(4)	
400019 LLA :	(b)(4)	
400104	(b)(4)	

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	·	•	
LLA :	(b)(4)		
400105 LLA :	(b)(4)		
	(b)(4)		
400106 LLA :	(b)(4)		
600002	(b)(4) (b)(4)		
LLA :	(b)(4)		
600019 LLA :	(b)(4)		
LUA:	(b)(4)		
600104 LLA :	(b)(4)		
	(b)(4)	_	
600105 LLA :	(b)(4)		
600106	(b)(4) (b)(4)		
LLA :	(b)(4)		
700006 LLA :	(b)(4)		
	(b)(4)		
700008 LLA :	(b)(4)		
700014	(b)(4)		
LLA :	(b)(4)		
700015	(b)(4)		
LLA :	(b)(4)		
700016 LLA :	(b)(4)		
	(b)(4)		
700017 LLA :	(b)(4)		
700018	(b)(4) (b)(4)		
LLA :	(b)(4)		
700019	(b)(4)		
LLA :	(b)(4)		
700020 LLA :	(b)(4)		
	(b)(4)		
700105 LLA :	(b)(4)		
	(b)(4)		

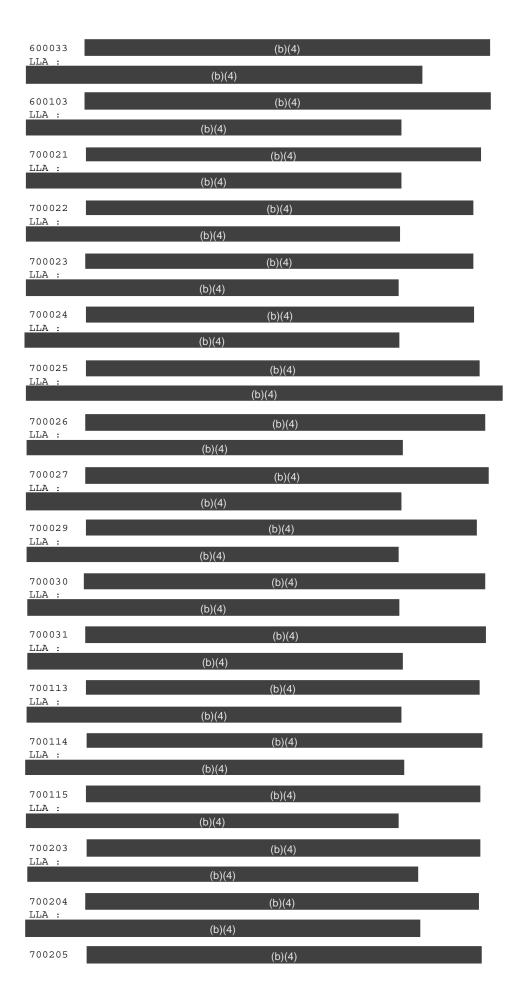
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LLA :	(LVA)	
900107 LLA :	(b)(4)	
900109	(b)(4)	
LLA :	(b)(4)	
900110 LLA :	(b)(4) (b)(4)	
900111 LLA :	(b)(4)	
900112	(b)(4)	
LLA :	(b)(4)	
910001 LLA :	(b)(4)	
910002 LLA :	(b)(4)	
910101 _LLA :	(b)(4) (b)(4)	
	(b)(4)	
	) (b)(4)	
MOD 11 Funding (b)(4) Cumulative Funding	(b)(4)	
MOD 12 Funding (b)(4) Cumulative Funding	(b)(4)	
MOD 13 400014	(b)(4)	
LLA :	(b)(4)	
400020 LLA :	(b)(4)	
400033 LLA :	(b)(4)	
400103 LLA :	(b)(4) (b)(4)	
600014	(b)(4) (b)(4)	
LLA :	(b)(4)	
600020 LLA :	(b)(4) (b)(4)	

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LLA :	(b)(4)	
700206	(b)(4)	
LLA :	(b)(4)	
700207 LLA :	(b)(4)	
	(b)(4)	
710003 LLA :	(b)(4)	
	(b)(4)	
710004 LLA :	(b)(4)	
	(b)(4)	
710005 LLA :	(b)(4)	
	(b)(4)	
710006 LLA :	(b)(4)	
	(b)(4)	
710007 LLA :	(b)(4)	
	(b)(4)	
710008 LLA :	(b)(4)	
	(b)(4)	
710009 LLA :	(b)(4)	
	(b)(4)	
710010 LLA :	(b)(4)	_
F10011	(b)(4)	
710011 LLA :	(b)(4)	
900021	(b)(4)	
LLA :	(b)(4)	
900025	(b)(4)	
LLA:		
900026	(b)(4) (b)(4)	
LLA :		
900027	(b)(4)	
LLA :	(b)(4)	
900029	(b)(4)	
LLA :	(b)(4)	
900030	(b)(4)	
LLA :	(b)(4)	
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1100170 10 B 033B	1100170 10 10 00012 11102	127	00 01 123
900031	(b)(4)		
LLA :	(b)(4)		
900113	(b)(4)		
LLA :	(b)(4)		
900114 LLA :	(b)(4)		
LILA :	(b)(4)		
900203 LLA :	(b)(4)		
2221	(b)(4)		
900204 LLA :	(b)(4)		
	(b)(4)		
900205 LLA :	(b)(4)		
	(b)(4)		
900206 LLA :	(b)(4)		
	(b)(4)		
900207 LLA :	(b)(4)		
910003	(b)(4) (b)(4)		
LLA:	(b)(4)		
910005	(b)(4)		
LLA :	(b)(4)		
910006	(b)(4)		
LLA :	(b)(4)		
910007	(b)(4)		
LLA :	(b)(4)		
910008	(b)(4)		
LLA :	(b)(4)		
910010 LLA :	(b)(4)		
221	(b)(4)		
MOD 13 Funding (b)	(4)		
Cumulative Funding	(b)(4)		
MOD 14			
700032 LLA :	(b)(4)		
	(b)(4)		
700033	(b)(4)		

(b)(4)

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700116 LLA :	(b)(4)		
DDA :	(b)(4)		
710102 LLA :	(b)(4)		
LILA .	(b)(4)		
900032 LLA :	(b)(4)		
DIA .	(b)(4)		
900033 LLA :	(b)(4)		
DIA .	(b)(4)		
900116 LLA :	(b)(4)		
	(b)(4)		
910102 LLA :	(b)(4)		
	(b)(4)		
MOD 14 Funding (b)	(4)		
Cumulative Funding	(b)(4)		
MOD 15			
700006 LLA :	(b)(4)		
	(b)(4)		
700015 LLA :	(b)(4)		
	(b)(4)		
700016 LLA :	(b)(4)		
	(b)(4)		
700027 LLA :	(b)(4)		
	(b)(4)		
700030 LLA :	(b)(4)		
	(b)(4)		
700108 LLA :	(b)(4)		
	(b)(4)		
700115 LLA :	(b)(4)		
	(b)(4)		
700203 LLA :	(b)(4)		
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700204 LLA :	(b)(4)		
	(b)(4)		
710012 LLA :	(b)(4)		
	(b)(4)		

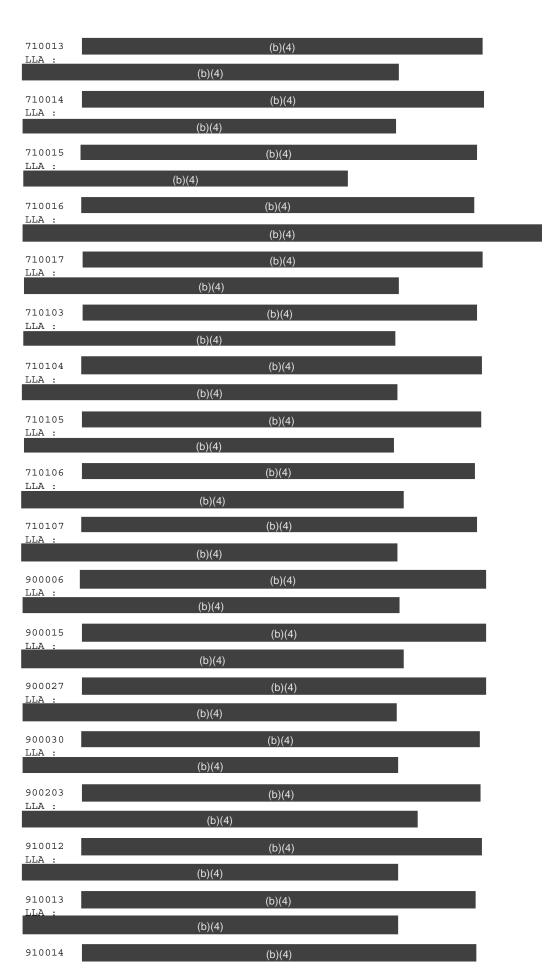
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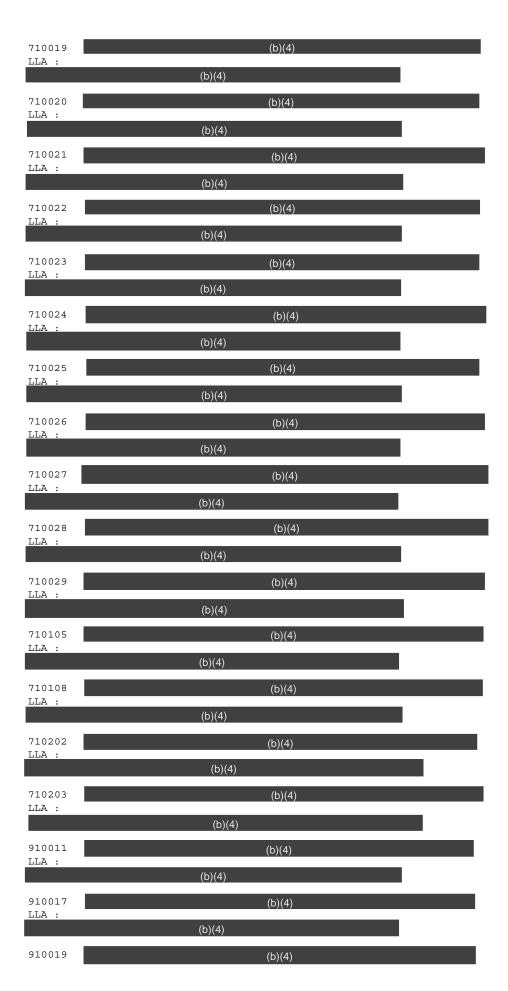
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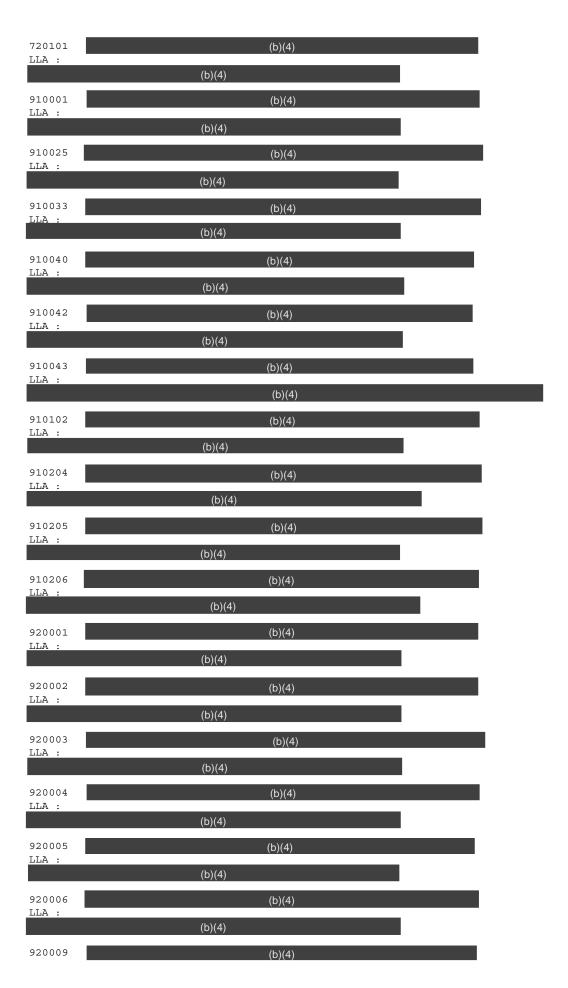
CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER N N00178-10-D-6332-E		T/MODIFICATION NO.
_LLA :			
	(b)(4)		
910020 LLA :	(b)(4)		
	(b)(4)		
910021 LLA :	(b)(4	)	
III.	(b)(4)		
910022 LLA :	(b)(4	)	
LILA :	(b)(4)		
910023	(b)(4	)	
LLA :	(b)(4)		
910024	(b)(4	)	
LLA :	(b)(4)		
910025	(b)(4	)	
LLA :	(b)(4)		
910027	(b)(4)		
LLA :	(b)(4)		
910028	(b)(4)		
LLA :	(b)(4)	,	
010000			
910029 LLA :	(b)(4	)	
	(b)(4)		
910105 LLA :	(b)(4	)	
	(b)(4)		
910202 LLA :	(b)(4		
	(b)(4)		
910203 LLA :	(b)(4	)	
	(b)(4)		
MOD 17 Funding (b)(4)			
	(b)(4)		
MOD 18			
710014 LLA :	(b)(4	H)	
	(b)(4)		
710021 LLA :	(b)(4	4)	
	(b)(4)		
710030 LLA :	(b)(4	1)	
	(b)(4)		
710031	(p)(	4)	

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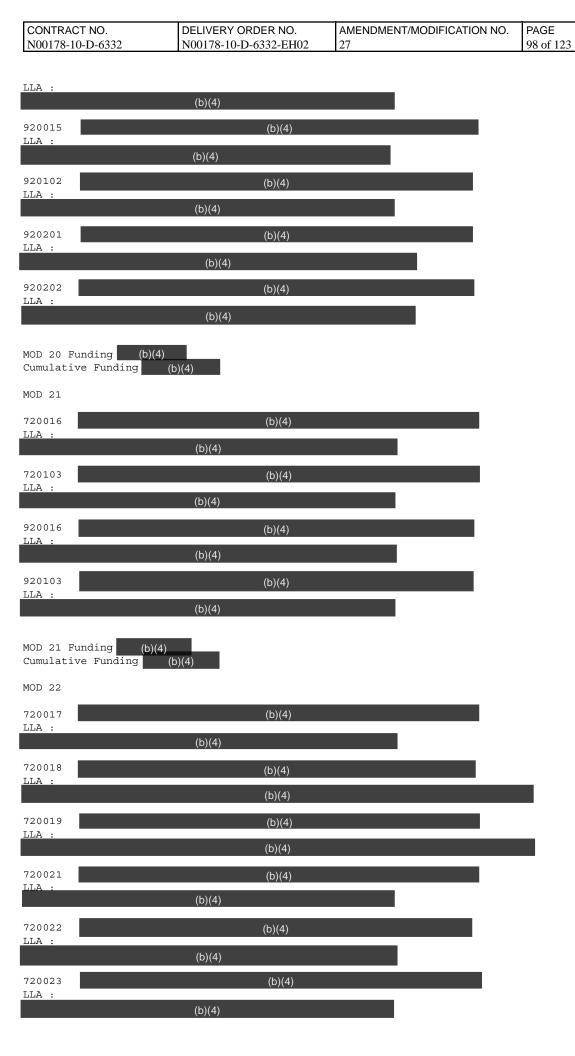
CONTRACT NO. N00178-10-D-6332	DELIVERY 0	DRDER NO. D-6332-EH02	AMENDMENT/MODIFICATION NO. 27	PAGE 94 of 123
			1=-	
LLA :	(b)(4)			
710032		(b)(4)		
LLA :	(b)(4)			
710033 LLA :		(b)(4)		
	(b)(4)			
710034 LLA :		(b)(4)		
	(b)(4)			
710035 LLA :		(b)(4)		
710036	(b)(4)	/h)/4)		
LLA:		(b)(4) (b)(4)		
710037		(b)(4)		•
LLA :	(b)(4)	(2)(1)		
710109		(b)(4)		
LLA :	(b)(4)			
710110 LLA :		(b)(4)		
DDA .	(b)(4)			
910014 LLA :		(b)(4)		
	(b)(4)			
910031 LLA :		(b)(4)		
010024	(b)(4)	(1- \ / 4 \)		
910034 LLA :	(b)(4)	(b)(4)		
910036	(0)(4)	(b)(4)		
LLA :		(b)(4)		
910037		(b)(4)		_
LLA :	(b)(4)			
910109 LLA :		(b)(4)		
DDA:	(b)(4)			
MOD 18 Funding (b)(4	4)			
Cumulative Funding	(b)(4)			
MOD 19				
710001 LLA :		(b)(4)		
710025	(b)(4)	(1.2.4.2)		
710025		(b)(4)		

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. N00178-10-D-6332-EH02	AMENDMENT/MODIFICATION NO. 27	PAGE 95 of 123
		•	
LLA :	(b)(4)		
710031 LLA :	(b)(4)		
BEAT .	(b)(4)		
710039 LLA :	(b)(4)		
	(b)(4)		
710040 LLA :	(b)(4)		
710010	(b)(4)		
710042 LLA :	(b)(4)		
710043	(b)(4)		
LLA :	(b)(4)		
710204	(b)(4)		_
LLA :	(b)(4)		
710205	(b)(4)		
LLA :	(b)(4)		
710206 LLA :	(b)(4)		
	(b)(4)		
720001 LLA :	(b)(4)		
700000	(b)(4)		
720002 LLA :	(b)(4)		
720003	(b)(4) (b)(4)		
LLA :	(b)(4)		
720004	(b)(4)		
LLA :	(b)(4)		
720005 LLA :	(b)(4)		
LILA .	(b)(4)		
720006 LLA :	(b)(4)		
	(b)(4)		
720007 LLA :	(b)(4)		
720008	(b)(4)		
720008 LLA :	(b)(4)		
720009	(b)(4)		
LLA :	(b)(4)		

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LLA :			
	(b)(4)		
920101 LLA :	(b)(4)		
	(b)(4)		
MOD 19 Funding (b)	)(4) (b)(4)		
MOD 20			
720001	(b)(4)		
LLA :	(b)(4)		
720006	(b)(4)		
LLA :	(b)(4)		
720011	(b)(4)		
LLA :	(b)(4)		
720012	(b)(4)		
LLA :	(b)(4)		
720013	(b)(4)		
LLA :	(b)(4)		
720014	(b)(4)		
LLA :	(b)(4)		
720015	(b)(4)		
LLA:	(b)(4)		
720102	(b)(4)		
LLA :	(b)(4)		
720201	(b)(4)		
LLA :	(b)(4)		
720202	(b)(4)		
LLA :	(b)(4)		
920006	(b)(4)		
LLA :	(b)(4)		
920011	(b)(4)		
LLA :	(b)(4)		
920012	(b)(4)		
LLA :	(b)(4)		
920013	(b)(4)		
LLA :	(b)(4)		
920014	(b)(4)		



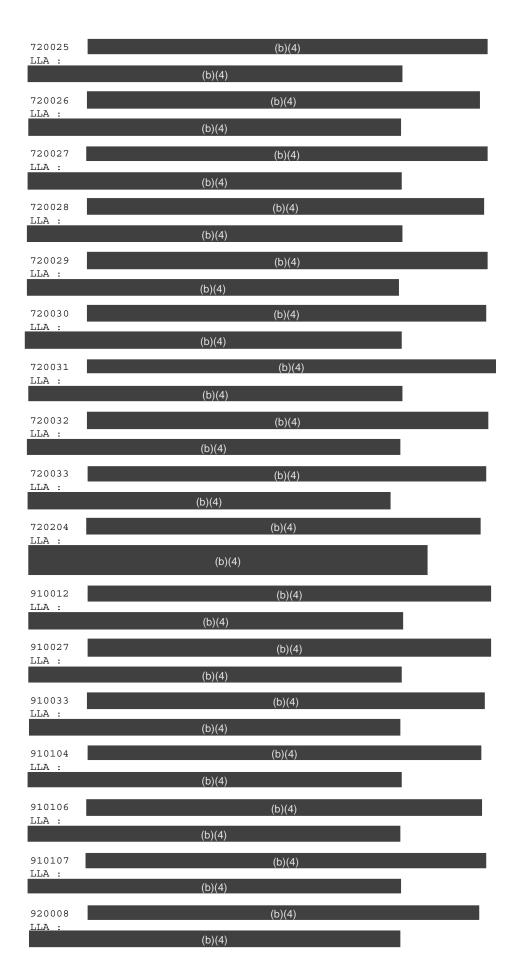
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CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. N00178-10-D-6332-EH02	AMENDMENT/MODIFICATION NO. 27	PAGE 99 of 123
	•	•	
720024	(5)(4)		
LLA :	(b)(4)		
	(b)(4)		
720203 LLA :	(b)(4)		
	(b)(4)		
920017 LLA :	(b)(4)		
	(b)(4)		
920018 LLA :	(b)(4)		
	(b)(4)		
920019 LLA :	(b)(4)		
LLA:	(b)(4)		
920021	(b)(4)		
LLA :	(b)(4)		
920023	(b)(4)		
LLA :	(b)(4)		
920024	(b)(4)		
LLA :	(b)(4)		
	(5)(4)		
MOD 22 Funding (b)(4) Cumulative Funding (	h)/4\		
	b)(4)		
MOD 23			
710012 LLA :	(b)(4)		
	(b)(4)		
710021 LLA :	(b)(4)		
	(b)(4)		
710027 LLA :	(b)(4)		
	(b)(4)		
710033	(b)(4)		
LLA :	(b)(4)		
710106	(b)(4)		
LLA :	(b)(4)		
710107	(b)(4)		
LLA :	(b)(4)		
720017			
LLA :	(b)(4)		

720020 LLA : (b)(4)

(b)(4)

(b)(4)

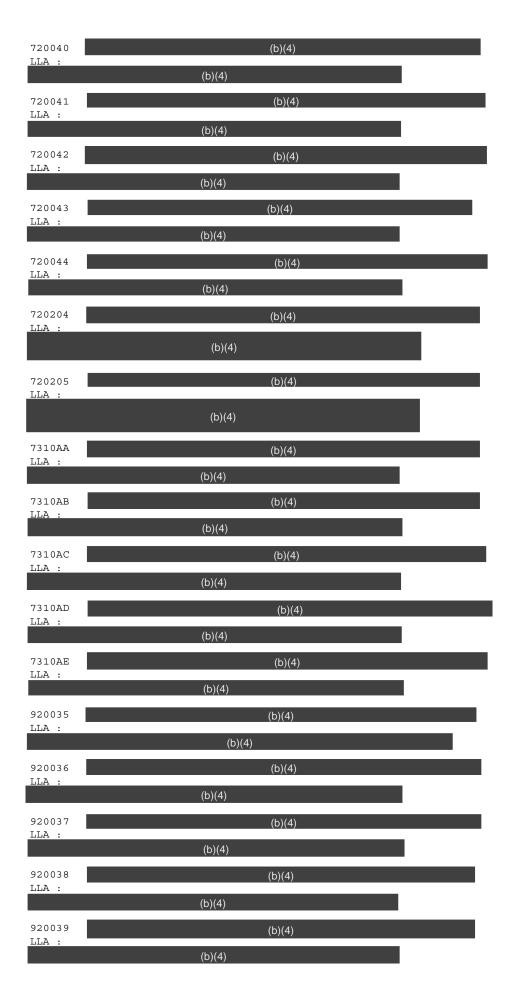
CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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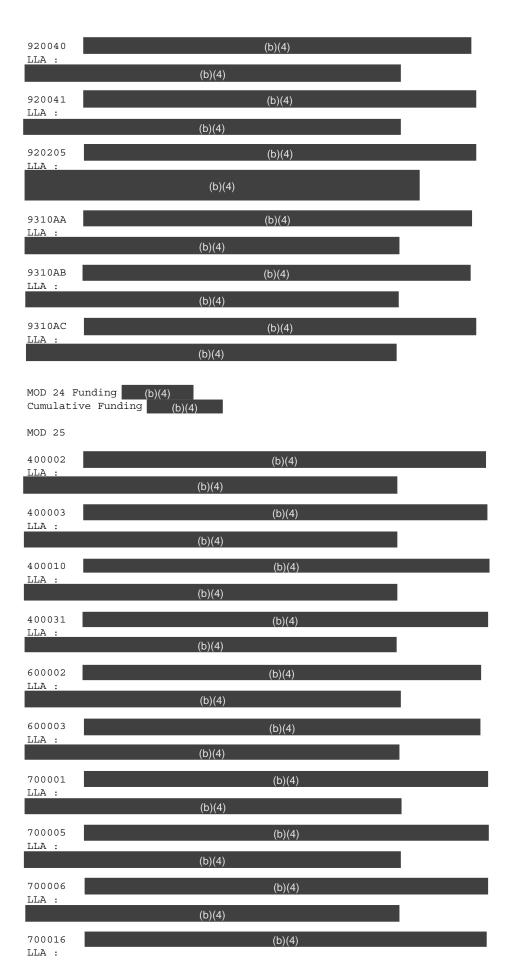
CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. N00178-10-D-6332-EH02	AMENDMENT/MODIFICATION NO. 27
920015	(b)(4)	
LLA :	(b)(4)	
920017	(b)(4)	
LLA :	(b)(4)	
920025	(b)(4)	
LLA :	(b)(4)	
920026	(b)(4)	
LLA :	(b)(4)	
920027	(b)(4)	
LLA :	(b)(4)	
920028	(b)(4)	
LLA :	(b)(4)	
920030	(b)(4)	
LLA :	(b)(4)	
920031	(b)(4)	
LLA :	(b)(4)	
920032	(b)(4)	
LLA :	(b)(4)	
920033	(b)(4)	
LLA :	(b)(4)	
920204	(b)(4)	
LLA :	(b)(4)	
MOD 23 Funding (b) Cumulative Funding	(4) (b)(4)	
MOD 24		
720035 LLA :	(b)(4)	
	(b)(4)	
720036 LLA :	(b)(4)	
	(b)(4)	
720037 LLA :	(b)(4)	
	(b)(4)	
720038 LLA :	(b)(4)	
	(b)(4)	
720039 LLA :	(b)(4)	
	(b)(4)	

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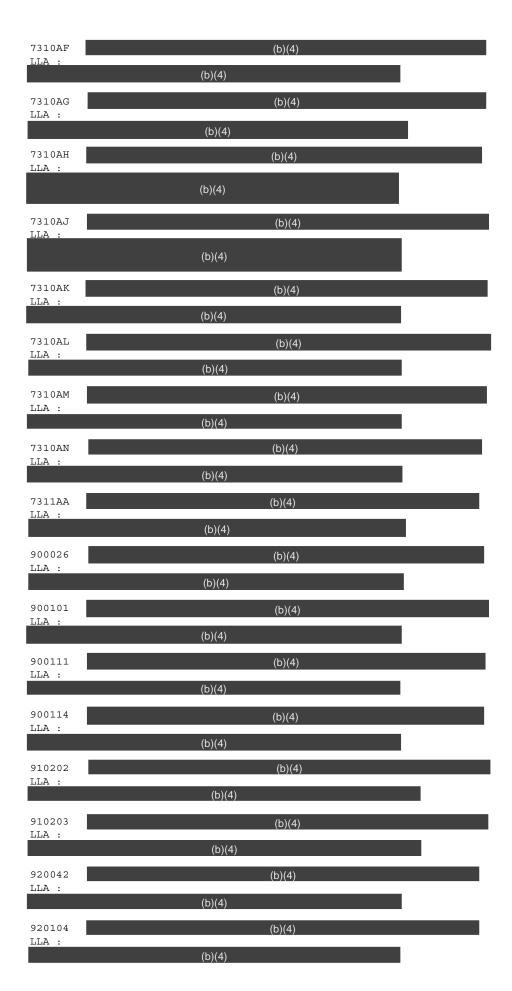


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CONTRACT NO. N00178-10-D-6332	DELIVERY OR N00178-10-D-		AMENDMENT/MODIFICATION NO. 27	PAGE 104 of 123
		(b)(4)		_
700018		(b)(4)		_
LLA :	(b)(4)			
700026 LLA :		(b)(4)		
	(b)(4)			
700031 LLA :	// N/A	(b)(4)		
700105	(b)(4)	(b)(4)		
LLA :	(b)(4)	(2)( .)		
700106 LLA :		(b)(4)		
LILA :	(b)(4)			
700111 LLA :		(b)(4)		
700114	(b)(4)	/b\/4\		
LLA:	(b)(4)	(b)(4)		
700204	(=)(-)	(b)(4)		
LLA :	(b)(4)			
710031 LLA :		(b)(4)		
	(b)(4)			
710032 LLA :	(b)(4)	(b)(4)	_	
710202	(D)( <del>1</del> )	(b)(4)		
LLA :	(b)(4)			
710203 LLA :		(b)(4)		
	(b)(4)			
710204 LLA :	# N / N	(b)(4)		
720045	(b)(4)	(b)(4)		
LLA :	(b)(4)	(5)(4)		
720104		(b)(4)		
LLA :	(b)(4)			
720105 LLA :		(b)(4)		
720206	(b)(4)	(1.)(4)		
720206 LLA :		(b)(4)		
	(b)(4)			

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9310AD LLA :	(b)(4)		
1241	(b)(4)		
9310AE LLA :	(b)(4)		
DEM .	(b)(4)		
9310AF			
LLA :	(b)(4)		
021070			
9310AG LLA :	(b)(4)		
001007	(b)(4)		
9310AH LLA :	(b)(4)		
	(b)(4)		
9310AJ LLA :	(b)(4)		
	(b)(4)		
MOD 25 Funding (b)(4)			
Cumulative Funding (	0)(4)		
MOD 26			
710042 LLA :	(b)(4)		
	(b)(4)		
720012 LLA :	(b)(4)		
	(b)(4)		
720046 LLA :	(b)(4)		
	(b)(4)		
7310AK _LLA :	(b)(4)		
	(b)(4)		
7310AP LLA :	(b)(4)		
LLA:	(b)(4)		
7310AQ	(b)(4)		
LLA :	(b)(4)		
7310AR LLA :	(b)(4)	_	
	(b)(4)		
7310AS	(b)(4)		
LLA :	(b)(4)		
7310AT	(b)(4)		
LLA :	(b)(4)		

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7310AU		(b)(4)			
LLA :	(b)(4)				
7310AV		(b)(4)			
LLA :	(b)(4)				
7311AB		(b)(4)			
LLA :	(b)(4)	(D)(4)			
7311AC	(0)(4)	(b)(4)			
LLA :	(b)(4)	(~)( .)			
7311AD	(3)(7)	(b)(4)			
LLA :	(b)(4)				
910042	. , , ,	(b)(4)			
LLA :	(b)(4)				
920012		(b)(4)			
LLA :		(b)(4)			
920043		(b)(4)			
LLA :	(b)(4)				
9310AK		(b)(4)			
LLA :	(b)(4)				
9310AL LLA :		(b)(4)			
IIIA .	(b)(4)				
9310AM		(b)(4)			
LLA :	(b)(4)	(~)( :)			
9310AN		(b)(4)			
LLA :	(b)(4)				
MOD 26 Funding Cumulative Funding	b)(4) (b)(4)				
MOD 27					
7310AW				(b)(4)	
LLA :	(b)(4)				
7310AX				(b)(4)	
LLA :	(b)(4)				
7311AE LLA :				(b)(4)	
0	(b)(4)				
9310AP LLA :				(b)(4)	

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(b)(4)

9310AQ (b)(4)

LLA:
(b)(4)

MOD 27 Funding (b)(4)
Cumulative Funding (b)(4)

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### SECTION H SPECIAL CONTRACT REQUIREMENTS

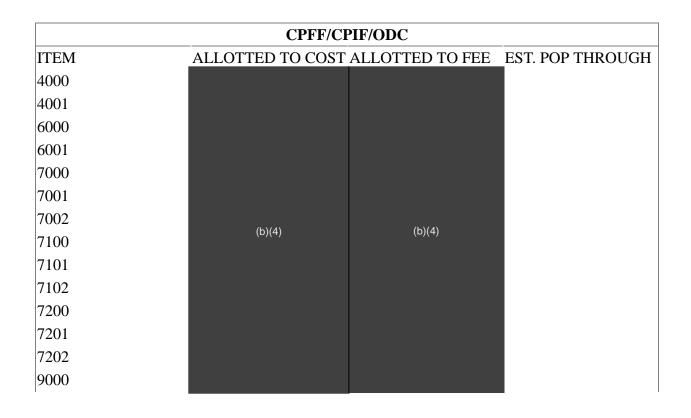
#### NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

## NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:



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9001			
9100			
9102	(b)(4)	(b)(4)	
9200			
9201			

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- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) CLINs/SLINs 7301, 7310AA, 7310AB, 7310AC, 7310AD, 7310AE, 7310AF, 7310AG, 7310AH, 7310AJ, 7310AK, 7310AL, 7310AM, 7310AN, 7310AP, 7310AQ, 7310AR, 7310AS, 7310AT, 7310AU, 7310AV, 7310AW, 7310AX, 7311AA, 7311AB, 7311AC, 7311AD, 7311AE, 9002, 9101, 9202, 9310AA, 9310AB, 9310AC, 9310AD, 9310AE, 9310AF, 9310AG, 9310AH, 9310AJ, 9310AK, 9310AL, 9310AM, 9310AN, 9310AP, 9310AQ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).
- (d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

#### NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

- (a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:
- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction

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unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

#### NAVSEA 5252,216-9122 LEVEL OF EFFORT - ALTERNATE I (MAY 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be (b)(4) total man-hours of direct labor, not including surge, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.
- (h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.
- (i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.
- (j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The Contractor shall continue to be paid fee for each manhour performed in accordance with the terms of the contract.

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- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
- (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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#### SECTION I CONTRACT CLAUSES

#### CLAUSES INCORPORATED BY REFERENCE

FAR 52.232-20 LIMITATION OF COST (APR 1984)

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

FAR52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

FAR 52.216-8 FIXED FEE (Mar 1997) (Applicable to CLIN 4000, and if exercised, 4100 and 4200.)

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

#### **CLAUSES INCORPORATED BY FULL TEXT**

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

#### ITEM(S) LATEST OPTION EXERCISE DATE

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

(Cost Incentive Fee applicable to Labor CLIN 4000, Option CLINs (if and to the extent exercised) 7000, 7100, 7200, and 7300).

- (a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.
- (b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

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- (1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.
- (2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.
- (c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.
- (d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.
- (e) Fee payable.
- (1) The fee payable under this contract shall be the target fee increased by fifty cents (\$.50) for every dollar that the total allowable cost is less than the target cost or decreased by fifty cents (\$.50) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than eight (8.0) percent or less than zero and zero one-hundredths (0.00) percent of the target cost.
- (2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of—
- (i) Payments made under assignments; or
- (ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

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- (3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.
- (4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of—
- (i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;
- (ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;
- (iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;
- (iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;
- (v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or
- (vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.
- (5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.
- (f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.
- (g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

# **52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)**

(a) Definitions. As used in this clause—

Acquisition function closely associated with inherently governmental functions means

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supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that—

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

- (1) Among the sources of personal conflicts of interest are—
- (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
- (ii) Other employment or financial relationships (including seeking or negotiating for prospective

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employment or business); and

- (iii) Gifts, including travel.
- (2) For example, financial interests referred to in paragraph (1) of this definition may arise from—
- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.
- (b) Requirements. The Contractor shall—
- (1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—
- (i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:
- (A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.
- (B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).
- (C) Gifts, including travel; and
- (ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.
- (2) For each covered employee—
- (i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or

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mitigate in consultation with the contracting agency;

- (ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and
- (iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.
- (3) Inform covered employees of their obligation—
- (i) To disclose and prevent personal conflicts of interest;
- (ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and
- (iii) To avoid even the appearance of personal conflicts of interest;
- (4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
- (5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and
- (6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—
- (i) Failure by a covered employee to disclose a personal conflict of interest;
- (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
- (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.
- (c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—
- (i) Agreement to a plan to mitigate the personal conflict of interest; or
- (ii) A waiver of the requirement.
- (2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.
- (3) The Contractor shall—
- (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

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- (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.
- (d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—
- (1) That exceed \$150,000; and
- (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

# 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)

- (a) Definition. "Covered DoD official," as used in this clause, means an individual that—
- (1) Leaves or left DoD service on or after January 28, 2008; and
- (2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 403(16) with a value in excess of \$10 million, and serves or served—
- (A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;
- (B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or
- (C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or
- (ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.
- (b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.
- (c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 423(e)(3).

# 52.244-2 SUBCONTRACTS (June 2007) - Alternate I

(a) Definitions. As used in this clause—

<sup>&</sup>quot;Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in

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accordance with Part 44 of the Federal Acquisition Regulation (FAR)

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

- "Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-
  - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
  - (2) Is fixed-price and exceeds—
    - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
    - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

CONTRACTS WITH ANY FIRM NOT INCLUDED IN PARAGRAPH (J). FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
  - (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the type of subcontract to be used.
  - (iii) Identification of the proposed subcontractor.
  - (iv) The proposed subcontract price.
  - (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
  - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
  - (vii) A negotiation memorandum reflecting -
    - (A) The principal elements of the subcontract price negotiations;

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- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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# SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254

Attachment 2 - Award Term Plan

Attachment 3 - PEO IWS 1TE Organization Chart

Attachment 4 - PEO IWS 1TE WBS Chart

Attachment 5 - Statement of Non-Disclosure of Information

Attachment 6 - Government Property

Attachment 7 - Award Term Determination Letter

Attachment 8 - Key Personnel

Attachment 9 - Award Term 2 Determination Letter (Mod 19)